

COMBINED PRODUCT DISCLOSURE STATEMENT & FINANCIAL SERVICE GUIDE

Product Issuer:

Dolphin Technology Pty Ltd

ACN 649 713 039

AFSL:

Date: 28/2/2025

PART 1: FINANCIAL SERVICE GUIDE (FSG)

ABOUT THIS FINANCIAL SERVICES GUIDE

Part 1 of this document is an FSG, June 12th 2020, issued by Dolphin Technology Pty Ltd (ACN: 649 713 039) (Dolphin Technology, we, us or our).

This FSG has been prepared to inform you about the financial services and financial products that Dolphin Technology provides and issues. This FSG is an important document and a regulatory requirement under the Corporations Act 2001 (Cth) (Corporations Act). SPG does not take any responsibility for the content of this FSG or the merits of the financial services or financial products to which it relates. SPG has authorised distribution of this FSG.

Important general information contained within this FSG includes:

1. Who we are and how you can contact us;
2. The services and products we offer;
3. How we are remunerated for these services and the cost to you;
4. Disclosure documents that you will receive;
5. Who we act for and any potential conflicts of interest;
6. Our internal and external dispute resolution processes; and
7. How we handle your personal information.

WHO WE ARE, THE SERVICES WE ARE AUTHORISED TO PROVIDE

Dolphin Technology is authorised under the AFSL of SPG to provide and issue the following financial services to retail and wholesale clients:

8. Provide general financial product advice for non-cash payment products; and
9. Issue, apply for, acquire, vary or dispose of non-cash payment products.

We are only authorised to provide general advice and do not provide personal advice. You should be aware that any advice (including any statement of opinion or recommendation) we may give about our services does not consider your objectives, financial situation or needs. You should consider the appropriateness of our services in regard to your objectives, financial situation and needs before you act on any advice we provide.

CONTACT DETAILS | HOW TO INSTRUCT US

Dolphin Technology Pty Ltd

Office Address: 1919 & 1920/644 Chapel St, South Yarra VIC, 3141

Postal Address: 1919 & 1920/644 Chapel St, South Yarra VIC, 3141

Phone:

Email: customersevice@huepay.com.au

You may give us instructions via email and/or phone us at our contact details above. Please note that we only accept email and/or phone instructions given by the registered account holder of the Merchant Account. You must confirm that such instructions have been effected by us by checking your account on the Merchant Portal.

If you wish to update your bank account details with us, please complete and email us a Change of Account Details Form, which is available upon request.

Our telephone lines are recorded in order to provide a record of communication between you and us.

WHO WE ACT FOR?

Dolphin Technology is responsible for the financial services we provide to you under this Combined FSG and PDS. Dolphin Technology is the product issuer of any non-cash payment products it issues to you, not an agent, when dealing in non-cash payment products.

OTHER DOCUMENTATION YOU MAY RECEIVE

This document, being a Combined FSG and PDS, consists of two parts:

10. Part A: Financial Services Guide; and
11. Part B: Product Disclosure Statements (PDS).

All of our financial products and services are issued under this document which has been prepared to assist you in making an informed decision about whether to acquire or utilise those financial products and services we offer.

You should also read and understand our Merchant Agreement, which is available in the Merchant Portal. We recommend that you read and understand the contents of this Combined FSG and PDS and the Merchant Agreement before using our services.

COSTS, INCOME AND COMMISSIONS

The PDS provides details regarding specific transaction fees, costs and benefits associated with using our financial services and dealing in our financial products.

Fees, costs and benefits when dealing in our products are set out in clause 6 of the PDS.

If a customer is referred to us, we may:

12. pay the referrer a fee calculated as a percentage of the total payment volume generated by the customer;
13. pay the referrer a fixed amount for each referred customer; or
14. provide the referrer monetary or non-monetary incentives based on various measures.

Non-monetary incentives may include entertainment vouchers or other benefits that we choose to offer from time to time.

You can request more information about certain relevant remuneration payments referred to above before we provide our services to you.

STAFF REMUNERATION

Our staff and the staff of our Related Bodies Corporate receive a salary plus superannuation where applicable. They may also be eligible for monetary and non-monetary awards or additional incentive payments, including bonuses and shares.

The way we pay our staff and the amount we pay them varies depending on each individual staff member's business area and position at Dolphin Technology.

Some staff in the Dolphin Technology sales team earn a base salary and variable pay, calculated as a percentage or multiple of their base salary, they (or their team) meet business and service targets (as applicable).

CONFLICTS OF INTEREST

Dolphin Technology, its associates and/or other persons connected with Dolphin Technology, may have an interest, relationship or arrangement that is material in relation to any products entered into with us. We may provide services to third parties whose interests may be in conflict (taking an opposite position) or competition (to acquire the same or similar position) with your interests. We will not act in a way that would deliberately favour the position of another party over you or vice versa.

COMPENSATION INSURANCE

Dolphin Technology has professional indemnity insurance in place, which satisfies the requirements for compensation arrangements pursuant to section 912B of the Corporations Act (2001). This policy covers claims made against Dolphin Technology in relation to professional services provided by our representatives, employees and sub-authorised representatives.

PRIVACY POLICY

We will require you to provide personal information in the course of providing financial services to you. Dolphin Technology collects, maintains, uses and discloses personal information in the manner described in our Privacy Policy. This is primarily for processing your application and complying with certain legal obligations, such as Anti-Money Laundering and Counter-Terrorism Financing laws. A copy of our Privacy Policy is available online at www.superiorpay.com

COMPLAINTS AND DISPUTES

We are committed to dealing with customer complaints fairly and resolving issues in accordance with our complaints handling processes, policies and relevant regulatory standards.

Submitting a complaint or dispute

If you have a complaint about our services or believe your account may be subject to an unauthorised transaction, account takeover or other type of fraudulent activity, you should contact us immediately. You can report complaints to our service by contacting our Complaint Officer by:

Email customersevice@huepay.com.au

Phone:

Mail: 1919 & 1920/644 Chapel St, South Yarra VIC, 3141

Your written notice should specify the nature of the complaint, including all relevant details, as well as your desired outcome and how this may occur.

Handling your complaints

We aim to:

15. Acknowledge your complaints within five (5) Business Days and indicate a timeframe in which Dolphin Technology will formally respond to your complaint;
16. Consider and investigate the circumstances of your complaint, which may also involve communicating directly with you;
17. Notify you in writing of our decision, including the reasons for the decision and any potential remedies, within twenty (20) Business Days from receipt of your complaint. Please note that this may not be possible in all circumstances;
18. If your complaint is not resolved within twenty (20) Business Days, the Complaints Officer will inform you in writing of the reasons for the delay.

Where you have any redress (financial or otherwise), we will provide that redress promptly. If the complaint can't be resolved to your satisfaction by Dolphin Technology through our internal dispute resolution process, you have the right to refer your complaint to the Australian Financial Complaints Authority (AFCA). AFCA is an independent and external disputes resolution scheme, of which SPG is a member.

You may lodge your complaint with AFCA by sending the relevant information and documents to:

Australian Financial Complaints Authority

GPO Box 3, Melbourne VIC 3001

Phone: 1800 931 678

Fax: (03) 9613 6399

Website: www.afca.org.au

Email: info@afca.org.au

Before AFCA will deal with your complaint, you must have first lodged a formal complaint with us and given us time to investigate and resolve the dispute.

PART 2: PRODUCT DISCLOSURE STATEMENT (PDS)

1. INTRODUCTION

1. Important Information

Part 2 of this document is a Product Disclosure Statement (PDS) prepared and issued by Dolphin Technology Pty Ltd (ACN 649 713 039) (Dolphin Technology, we, us or our). This PDS provides you with key information about our financial products, being non-cash payment products.

The non-cash payment products issued by Dolphin Technology under this PDS. Dolphin Technology will issue the non-cash payment product. Dolphin Technology is the holder of Australian Financial Services License Number 537019.

This Combined PDS and FSG, and the Merchant Agreement are important documents. You should read them in their entirety before making any decision to utilise the non-cash payment products offered by us. A copy of this combined PDS and FSG is available on our website at <https://www.superiorpay.com/>

The Merchant Agreement can be obtained from the Merchant Portal or on request.

The information in this PDS is current as of June 12th 2020. We may issue a supplementary or replacement PDS as a result of certain changes to our business.

2. General advice only

Dolphin Technology is authorised under the AFSL to provide general advice. We do not provide personal advice in any circumstances.

The information contained in this document does not constitute any recommendation, advice or opinion. This document does not take into account your objectives, financial situation or needs. You should consider our financial products and the information in this Combined FSG and PDS having regard to your objectives, financial situation and needs, and should consult with professional advisers, before entering into the financial products.

3. Your suitability to deal in the Products

If we ask you for your personal information to assess your suitability to use our Products and we accept your application to use our Products, this is not personal advice or any other advice to you. You remain solely responsible for your own assessments of the features and risks and seeking independent financial advice on whether our Products are suitable for you.

4. Currency of the Combined FSG and PDS

The information in this Combined FSG and PDS is up to date at the time it was prepared and issued but is subject to change at any time. Any updates will be posted on our Website.

If the new information is information which is materially adverse to you, we will issue either a new document or a supplementary document containing the new information. If the new information is not materially adverse to you, you will be able to find updated information on our Website or by calling us using the contact details given in this document.

If you received this document electronically, we can provide a paper copy free of charge upon request.

5. Offer only available in Australia

This Combined FSG and PDS is not intended to and does not constitute any offer or invitation, directly or indirectly, in any jurisdiction where the offer or invitation would breach the Applicable Laws or any other document to be lodged or registered. The distribution of this Combined FSG and PDS outside Australia may be restricted by the laws of the places where it is distributed and therefore persons into whose possession this Combined FSG and PDS comes should seek advice on and observe those restrictions. Failure to comply with relevant restrictions may violate those laws.

6. Use of examples

All examples in this PDS are to assist you in understanding how our products work and to illustrate the mechanics of our Services. They should not be construed as expressing an opinion or recommendation about any financial products and do not necessarily reflect current or future market prices or the prices that we will apply to the Products. All references to monetary values refer to Australian dollars unless stipulated otherwise.

2. OUR SERVICES AND PRODUCTS

1. Services

Dolphin Technology provides financial services in relation to non-cash payment products to allow you to securely and conveniently receive payments for goods and services that a consumer purchased from you (Services).

2. Products

During the process of our provision of the above services, we will issue non-cash payment facilities to you (Product) to allow you receive the payments from consumers.

If you wish to find out more about our Services and Products, please visit <https://www.huepay.com.au>

3. Transaction Limits

To help protect the integrity of our payment system, limit the risk of money laundering and terrorism financing and to prevent fraud, you may be subject to a limit on the amount you may receive in a single transaction. This limit may be raised or lowered at our sole discretion to address transaction risks or if you provide additional documentation.

4. Withdrawal Limits

We may also place limits on the amount you can withdraw from your Merchant Account balance to your linked bank account. We may limit withdrawals and require additional information from you depending upon your location, verification information and other factors.

3. YOUR ACCOUNT WITH US

1. How do I open a Merchant Account with Dolphin Technology?

To establish a Merchant Account, you will need to complete an Application Form and return to us via email. You will then be contacted by a representative of Dolphin Technology who will grant you an access to our online Merchant Portal in which you will be able to obtain the Merchant Agreement. Please ensure that you review and understand this Combined PDS and FSG and the Merchant Agreement in full before engaging our Services. Once you click "I Agree" to the Merchant Agreement on the Merchant Portal and pass our onboarding AML/CTF requirements, your Account will be activated.

This PDS summarises many important elements of the Merchant Agreement. However, it is not a comprehensive description of the Merchant Agreement and you must read the Merchant Agreement in its entirety. You should also consider seeking legal advice on the Merchant Agreement as it contains important legal provisions that affect your dealings with us.

Please note that we have sole discretion in deciding whether to accept your Account application.

2. Is the Merchant Account a deposit product?

No, the Merchant Account is not a deposit product. It is a record of the amount of funds to made available to you via our Products issued under this Combined FSG and PDS.

3. Responsibility for tax

You are responsible for collecting, reporting and paying any taxes that may arise from your use of our Services and Products. You agree to comply with applicable tax laws in connection with your use of our Services and Products. Unless otherwise expressly set out in this Combined FSG and PDS, our fees are GST exempt.

4. Types of Merchant Accounts

Dolphin Technology offers one (1) type of Merchant Account, being the Standard Merchant Account.

4. KEY RISKS

1. Unauthorised transactions

There is a risk that your Merchant Account or a payment transaction may be compromised and subject to a takeover, interception, or other type of fraudulent or unauthorised activity. You are responsible for losses arising from an unauthorised transaction where we can prove, on the balance of probability, that you contributed to a loss through fraud or breaching our password and PIN security requirements. You will be liable in full for the actual losses that occur before the loss, theft or breach of password or PIN security is reported to us.

2. Recovering owed funds

There is a risk you may:

1. not receive your payment where you owe any amount to us, our Related Bodies Corporate; or

2. incur bank fees if your payment method has insufficient funds to complete your payment with us.

When you receive a payment through our Services, usually we have not yet received payment in full from the consumer (or any payment providers he/she uses). From the time that you receive the payment, you will owe us an amount equivalent to the amount of the transaction (including any applicable fees imposed on us), and that liability will be cancelled only when we receive irrevocable payment in full.

Events that could lead to us not receiving payment in full include:

3. The funds received being later invalidated for any reason;

4. The funds received being subject to a chargeback (determined by the sender's payment provider – we are bound to follow their instructions);

5. A reversal occurring (for example, because the transaction was unauthorised); or

6. Our sole determination that the funds received should be returned or reversed.

If you owe any amount to us and/or our Related Bodies Corporate, you agree to allow the recovery of these amounts by debiting your Merchant Account promptly if we reasonably believe that payment will not be received in full for any reason.

If there are insufficient funds in your Merchant Account to cover any amount you owe us and/or our Related Bodies Corporate, the amount becomes immediately due and payable by you and you authorise us to satisfy any of these debts by:

7. Debiting your Merchant Account at a later date;
8. Debiting a preferred payment method;
9. Setting off the credit balance of any other Merchant Account(s) you have with us or any monetary liability we owe you in and towards satisfaction of your debt; or
10. Any other legal means.

3. Hold funds, account limitation and account closure

Your Merchant Account and funds in it may be subject to a hold, release amount, reserve, limitation or closure for a variety of reasons, including:

1. If a transaction is subject to a payment review;
2. Our requirements to prove your identity in accordance with Anti-Money Laundering and Counter-Terrorism Financing laws (AML/CTF Laws);
3. Suspected fraud;
4. Sudden changes in the amount or number of transactions;
5. We need to ensure the integrity of a transaction;
6. We believe that there's a risk associated with you or your Merchant Account;
7. You receive a dispute, claim, chargeback or reversal in relation to any funds received into your Merchant Account;
8. Abuse of any of our Services; or
9. Breaches of the Merchant Agreement, or any other policy or agreement you have entered into with us relating to any of our Services and Products.

Before holding funds or limiting your Merchant Account, we will give consideration to the following matters:

10. Information we collect when your Merchant Account was established;
11. Publicly available information;
12. Transactions conducted on your Merchant Account;
13. Information we receive from related third parties;
14. Whether the funds are related to an irregular or unusual transaction; and
15. Other related information.

Our risk assessment on your Merchant Account may change and we may increase or decrease any limitations we place on your Merchant Account.

4. Ownership

Please note, although Dolphin Technology holds money in a designed underlying bank account in its name for the sole purpose of providing the Services, Dolphin Technology does not own the money or otherwise create equitable interest over the money arising from the provision of Services. In other words, the money belongs to the person making payment before the payment is processed and the money belongs to the person receiving the payment after the payment is processed. Dolphin Technology will only follow your instructions with respect to the settlement of payment.

5. More information about holding funds, account limitations and closures

Payment review Transactions may be subject to payment review. Funds under payment review will be subject to a hold.

Once we have reviewed the transaction, we will either complete or reverse the payment. If the payment is completed, we will provide notice to you. Otherwise, the funds will be returned to the consumer.

Transactions that complete payment review may still be reversed under the terms of the Merchant Agreement.

Release Amounts

We may limit the amount you can withdraw or use from your Merchant Account to help protect us from the risk of financial or other loss. The amount of your Merchant Account balance that will be available for withdrawal or use is called a "Release Amount". We will notify you of the terms of any Release Amount we apply to your Merchant Account.

You may request an increase to your release amount by contacting us.

Limiting access and restoring access to your Merchant Account If we limit access to your Merchant Account, we will investigate and attempt to resolve the issue. You may be required to provide information to us as part of our investigation. If the investigation is resolved in your favor, we will restore access to your Merchant Account.

Restoring access to your Merchant Account may take time and until it is restored you may not be able to use it to receive or withdraw funds. Please refer to the Merchant Agreement for a detailed explanation of when we may limit access to or close your Merchant Account.

Our right to deal with held funds

You authorize us to make any reversals, refunds or payments from the held funds in accordance with the Merchant Agreement. You will not be able to access any funds subject to a hold.

Held funds may be subject to a subsequent reversal, chargeback or claim, either while held or after the hold has been released.

Our requirement to transfer funds

If you are a judgment debtor or undischarged bankrupt, we may be required to transfer your Merchant Account balance to a third party to comply with a law, court order or other legal process.

Fees associated with holding, limitations or closures

You agree that you will pay us (and we may deduct from your Merchant Account) any applicable fees if held funds are removed from your Merchant Account in accordance with the Merchant Agreement. For example, if you have selected that any funds received into your Merchant Account should be automatically converted to another currency and the funds are subsequently refunded or reversed and must be returned to the consumer in the original currency received, you will pay us (and we may deduct from your Merchant Account) any fees relating to the currency conversion.

6. Unviability of our Service and Products, delays and cancellations

Whilst we make every attempt to ensure our Services and Products are always available, it is possible they may be rendered temporarily unavailable from time to time.

7. KEY BENEFITS

The following are some of the key benefits available to you when using our Services and Products:

- Receive quick online payments for goods and services you sell to consumers;

- Both instore and online solutions available to make payments easier for consumers;

- No setup costs;

- Low transaction fees;

- No annual or monthly account keeping fees;

- Easy to setup and use; and

- Anti-fraud measures to help protect you against fraud and unauthorised use of your Merchant Account.

6. FEES AND CHARGES

Transaction Fees

Dolphin Technology will charge transaction fees as listed in your Merchants Services Agreement

Transaction Refund Fee

If you issue a full refund of a completed transaction, we will refund the full Transaction Fees paid to us when the transaction was initially conducted, and will not charge you any other fees for the refund.

Other Fees

You agree that there may be other charges that may incur as a result of your relationship with us. We will notify you beforehand if any extra charges should arise for certain products and services.

7. ANTI-MONEY LAUNDERING AND COUNTER-TERRORISM FINANCING LEGISLATION

We are subject to and fully committed to full compliance with the Anti-Money Laundering and Counter-Terrorism Financing Act 2006 (Cth) and Anti-Money Laundering and Counter-Terrorism Financing Rules Instrument 2007 (No.1) (AML/CTF Laws), which can affect our Services and Products with you. In order to establish your Merchant Account, we need to collect personal information from you or from businesses or government agencies that you authorise.

Once your Merchant Account is opened, we may disclose your personal information or stop transactions on your Merchant Account if required under the AML/CTF Laws, or under our AML/CTF procedures, without liability to you for any loss that arises due to that occurring. We screen all Merchant Accounts and are required to report suspicious transactions to the relevant government agencies in Australia.

We may confirm information when you use our Services and Products. This may include when you open a Merchant Account, as part of a periodic account review process, and/or when your Merchant Account balance reaches a certain level of funds.

8. COMPLAINTS AND CONTACTING US

For information about submitting complaints and how we handle them, please refer to our FSG which forms Part A of this document.

9. OTHER RELATED DOCUMENTS

Our Merchant Agreement, referred to in this Combined FSG and PDS but not provided in full detail, is available in the Merchant Portal or upon request.

You should read the Merchant Agreement as it contains further terms and conditions that may apply to you as a user of our Services and Products. Amongst other things, it describes the legal relationship between you and us, your rights and obligations, and our right and obligations.

10. INTERPRETATION AND GLOSSARY

Interpretation

1. The defined terms used in this Combined FSG and PDS are capitalised and set out in this section.

2. If there is any conflict between the terms of this Combined FSG and PDS and any Applicable Law, the Applicable Law (to the extent it cannot be excluded or modified by this document or the Merchant Agreement) will prevail.

3. In this Combined FSG and PDS any reference to a person includes bodies corporate, unincorporated associations, partnerships and individuals.

4. In this Combined FSG and PDS, all references to times of the day are to the time in Sydney, New South Wales, Australia, unless otherwise specified.

5. Headings and examples in this Combined FSG and PDS are for reference only and do not affect the construction of this Combined FSG and PDS.

6. In this Combined FSG and PDS any reference to any enactment includes references to any statutory modification or re-enactment of such enactment or to any regulation or order made under such enactment (or under such a modification or re-enactment).

Definitions

In this Combined FSG and PDS the following terms and expressions have, unless the context otherwise requires, the following meanings:

AFCA means the Australian Financial Complaints Authority.

AFSL means the Australian Financial Service Licence held by SPG (AFSL Number: 520907).

AGREEMENTS means this Combined FSG and PDS, the Merchant Agreement, the Application Form, and any information on our Website or Merchant Portal, as amended, varied, or replaced from time to time, which together govern our relationship with you.

AML/CTF LAWS means the Anti-Money Laundering and Counter-Terrorism Financing Act 2006 (Cth) and all regulations, rules and instruments made under that Act.

APPLICABLE LAWS means all:

1. applicable provisions of laws and regulations, including all relevant rules of government agencies, exchanges, trade and clearing associations and self-regulatory organisations, that apply to the parties, the Agreements and the transactions contemplated by the Agreements;
2. applicable Australian Law; and
3. applicable rules, regulations, customs and practices from time to time of any exchange, licensed financial market, clearing house, licensed clearing and settlement facility, or other organisation or market involved in the conclusion, execution or settlement of a transaction and any exercise by such exchange, clearing house or other organisation or market of any power or authority conferred on it.

APPLICATION FORM means the application form and account opening documentation, including documentation required to be returned for the purposes of complying with the AML/CTF Laws, completed by you and submitted to us.

ASIC means the Australian Securities and Investments Commission.

ASSOCIATE means:

1. a person who is an officer, employee, agent, representative or associate of a party;
2. a Related Body Corporate of a party; and
3. a person who is an officer, employee, agent, representative or associate of a Related Body Corporate of a party.

AUD or \$ means Australian dollars.

AUSTRALIAN LAW means all laws, procedures, standards and codes of practice that apply in relation to the parties, the Merchant Agreement and the transactions contemplated by the Merchant Agreement, including the Corporations Act, the Australian Securities and Investment Commission Act 2001 (Cth), ASIC Regulatory Guides and the Privacy Act 1998 (Cth).

BUSINESS DAY means any day other than a Saturday, Sunday or public holiday on which banks are open for business in Sydney, New South Wales, Australia.

CORPORATIONS ACT means the Corporations Act 2001 (Cth).

FSG means our relevant Financial Services Guide, including any supplementary and replacement financial services guide.

RELATED BODY CORPORATE has the meaning given in the Corporations Act, with any necessary modifications for companies incorporated outside Australia.

WE/ US/ OUR means Dolphin Technology Pty Ltd (ACN 649 713 039)

WEBSITE means any page hosted by the web domain name
<https://www.huepay.com.au/>