

DOLPHIN TECHNOLOGY PTY LTD trading as HUEPAY

Introduction

1.1 These Terms and Conditions ("Terms") outline the obligations and requirements of customers and users of DOLPHIN TECHNOLOGY PTY LTD trading as HUEPAY, hence forth referred to as HUEPAY, ("we", "our", or "us") in compliance with the Anti-Money Laundering and Counter-Terrorism Financing Act 2006 (Cth) ("AML/CTF Act") and related regulations in Australia. By using our payment services, you agree to these Terms.

1.2 You are advised to and shall be deemed to have read these Terms and Conditions carefully before registering and procuring product and services from HUEPAY. By procuring such services and products from HUEPAY you are subjected to and agree to be bound by the provisions listed within this legally bound document. If you do not agree to these Terms and Conditions, please be aware that we will not be providing any of HUEPAY's products or services to you.

Products and Services

2.1 The products and services offered to you are merchant payment solutions and settlement solutions utilising payment channels and providers listed in our Merchant Services Agreement.

2.2 From time to time we may choose to add or remove certain aspects of our products and services as we see fit by giving you advance notice. By agreeing to onboarding with us, you are consenting to the changes, and indemnify us from any losses or inconveniences you may come across.

Onboarding and vetting:

3.1 To make use of the Products and Services, you are required to onboard and create an account with HUEPAY. By doing so, you warrant that you are at least Eighteen (18) years of age.

3.2 By registering for Products and Services, you agree to provide HUEPAY with all necessary and adhoc onboarding documents that we should ask for, these may extend beyond the normal KYC documents as required by the AML/CTF Act 2006.

3.3 We will assess you your profile using the documents you provided according to our own risk assessment. In the event we believe your profile does not meet our risk appetite or you appear on any PEPs or Sanctions lists, we reserve the right to refuse to offer you our products and services.

3.4 In the event that you wish to cease your relationship with us, you must follow the procedures as listed in the Merchant Services agreement.

4. WARRANTIES AND RESPONSIBILITIES

4.1 By registering, you are warrant and undertakes the following, that:

- 1. any information provided is, and shall at all time remains, true and correct;**

2. you have the legal capacity, authority and ability to enter into and accept these Terms and Conditions;
3. you shall not use the products and services for any illegal activities (including without limited to money laundering and illegal money-lending activities) and/or in such manner that is in violation to any applicable laws or regulations, in contradiction to any term or clause in your Merchant Services Agreement, and any activities against the risk appetite of HUEPAY.
4. you shall not breach any provisions of these Terms and Conditions

BLACKLISTS

5.1 We are entitled to maintain a group of lists to manage our risk appetite, these including but not limited to:

- Merchants
- bank accounts
- industries
- directors and key stakeholders

From time to time we will update our list internally without notification to you.

FEES AND CHARGES

6.1 By agreeing to these Terms and Conditions, you are agreeing to be bound by the Fees and Charges as listed in your Merchant services agreement.

6.2 we may choose to update our Fees and Charges with prior notice to you as according to the Merchant services agreement. This may result in you being charged more or charged less for our product and services.

DISPUTES AND COMPLAINTS

7.1 Any disputes and complaints must be formulated in writing to our representatives

7.2 By agreeing to these Terms and Conditions you are agreeing that not all Disputes and Complaints raised will be the fault of HUEPAY. You acknowledge that there are multiple intermediaries that handle your monies and funds. We will endeavour our most to assist you with your Disputes and Complaints to the best of our ability if we recognise the fault lies with us.

7.3 In the event that the fault does not lies with us, we will assist and provide solutions where we can, you recognise that HUEPAY may be limited by certain agreements, contracts and laws that forbid us from disclosing certain details.

7.4 If you are not satisfied with our resolution, you are aware that you may approach AFCA for assistance.

7.5 you are required to provide Full name, phone number and Transaction ID when lodging any compliant and/or report. Along with any details we request in our investigation, failure to do so may hinder investigation progress.

LIMITATION OF LIABILITY

8.1 To the fullest extent permitted by laws, we shall not be liable, whether directly or indirectly, for (a) loss of actual or anticipated profits, (b) loss of goodwill, (c) loss of business, (d) loss of data and/or the costs of restoration of data, and/or (e) any consequential loss or damage howsoever caused.

CONSEQUENCES OF SUSPENSION / TERMINATION / OFFBOARDING

9.1 Upon an event of Suspension, Termination or Offboarding you agree to maintain by the terms set out in your Merchant services agreement.

9.2 Any to be settled funds will be settled to an appropriate account at the earliest next possible settlement date.

9.3 If any to be settled funds that is in dispute or is under suspicion of activities against our risk appetite, we are entitled to hold onto these funds until we are satisfied that there are not abnormal activities associated with said funds.

9.4 Under certain scenarios, we may be asked to hold on to funds by authorities. By agreeing to these Terms and Conditions, you agree to absolve us and will not hold us responsible or liable for any inconveniences, losses, actual or realised.

AMENDMENT AND MODIFICATION OF AGREEMENT

10.1 In the event of any amendment or modification of these Terms and Conditions, you will be notified to accept these Terms and Conditions again.

10.2 should you choose to not accept any updated Terms and Conditions, we reserve the right to decline further products and services to you.