

CASHD PLATFORM USER TERMS AND CONDITIONS.

These terms and conditions (**Terms**) apply to your use of the CashD Platform and are a legally binding agreement between you, the Employer and CashD.

Please read these Terms carefully before you access or use the CashD Platform and keep a copy for future reference.

By clicking "I agree" or accessing the CashD Platform, you agree to these Terms. If you do not agree, you must immediately stop using the CashD Platform.

In these Terms, a reference to "we", "us" and "our" means CashD Pty Limited ABN 96 635 540 340.

AGREEMENT.

1. Your Account

1.1 Eligibility

To be eligible to open an Account with us, you must:

- 1.1.1 be a current employee, contractor, officer or director of your Employer;
- 1.1.2 currently working for your Employer either on a full-time basis, part-time basis, as a casual or under a flexible arrangement;
- 1.1.3 be an individual who is at least 18 years old;
- 1.1.4 not suffering an Insolvency Event;
- 1.1.5 be capable of entering into a legally binding contract; and
- 1.1.6 have a valid email address and mobile number.

1.2 Invitation

You will receive an invitation from your Employer which provides:

- 1.2.1 information about the features and benefits of the CashD Platform;
- 1.2.2 instructions on how to access the CashD Platform; and
- 1.2.3 instructions on how to set-up an Account.

1.3 Registration

- 1.3.1 You will need to set up an Account to access and use the CashD Platform.
- 1.3.2 In setting up your Account, you acknowledge and agree that your Employer and/or Astute Corporation Pty Ltd will provide us with the following information in compliance with the applicable laws: :
 - a. your full name;
 - b. your email address;
 - c. your contact number; and
 - d. your Bank Account.
- 1.3.3 You acknowledge and agree that your Employer and/or Astute Corporation Pty Ltd will notify us of any changes to the information listed in clause 1.3.2 in compliance with the applicable laws.

1.4 Log-in credentials

- 1.4.1 In setting up an Account, you will be required to select a username and password.

- 1.4.2 You are responsible for keeping your log-in details secure and confidential and must not disclose them to any other person
- 1.4.3 We will not be liable for any loss, cost, damage, or expense to you or any other person arising out of, or in connection with, your failure to maintain the security and confidentiality of your log-in details.
- 1.4.4 We are not responsible for any unauthorised access to, or use of, your Account unless we have failed to take reasonable steps to prevent such access or use.
- 1.4.5 You are fully responsible for all activities carried out under or using your log-in details (whether or not authorised by you) and any loss, cost, damage, or expense to you or any other person that may arise as a result of that activity.
- 1.4.6 You must immediately notify us of any unauthorised use of your log-in details or any other breaches of security.
- 1.4.7 If your Employer has nominated you to be an Administrator, you must comply with, and not seek to circumvent, any restrictions imposed on Administrator Access by us or your Employer from time to time. We may suspend or remove your Administrator Access at any time without notice for any reason whatsoever.

1.5 Access and use

- 1.5.1 You may access and use the CashD Platform only as permitted by these Terms.
- 1.5.2 To access and use the CashD Platform, you must:
 - a. agree and warrant to use the CashD Platform in accordance with these Terms;
 - b. read our Privacy Policy and provide us with a Privacy Consent; and
 - c. have an active Account.
- 1.5.3 Your Account is to be used only by you and only for your personal use.
- 1.5.4 You may not authorise others to use your Account, and you may not assign or otherwise transfer your Account to any other person.

1.6 Your obligations

As a holder of an Account, you agree to:

- 1.6.1 not allow others to access or use your Account;
- 1.6.2 fully cooperate with us in investigating any improper, unlawful or fraudulent access to or use of your Account;
- 1.6.3 contact us immediately if you believe that your Account may be subject to an unauthorised transaction or other type of fraudulent activity or security breach;
- 1.6.4 only open one Account;
- 1.6.5 not cause or permit any damage to or otherwise interfere with the CashD Platform;
- 1.6.6 to provide us with all reasonably required co-operation, assistance and access to such information we required under these Terms;
- 1.6.7 you will comply with all applicable laws in relation to your use of the CashD Platform; and
- 1.6.8 you will carry out all your obligations under these Terms in a timely and efficient manner.

1.7 Closure, suspension and cancellation

- 1.7.1 We may, where we have reasonable cause to do so and without prior notice, immediately close or suspend your Account, including, but not limited to:
 - a. where we reasonably suspect or become aware that you are in breach of these Terms;
 - b. where we reasonably consider Account activity to be suspicious;
 - c. where we consider it reasonably necessary to prevent fraud or limit or otherwise protect us against any legal, regulatory or non-payment risk;
 - d. if you provide any inaccurate or incomplete information to us, or we have reasonable grounds to suspect you have;

- e. you fail to continue to meet the eligibility criteria in clause 1.1;
- f. your Employer requests us to;
- g. where requests are made by law enforcement or other government agencies;
- h. there is a discontinuance or material modification to our CashD Platform (or any part thereof);
- i. unexpected technical or security issues or problems arise; or
- j. extended periods of inactivity.

1.7.2 Where we take action under clause 1.7.1:

- a. any Payment Requests submitted under clause 2 but not yet approved will be cancelled;
- b. your Account will be closed and terminated; and
- c. these Terms will automatically terminate without any further action required.

1.7.3 We will not be liable to you or any third party for any suspension or closure of your Account.

1.8 Notices in relation to your account

1.8.1 We may send notices, notifications and other important information to you via your nominated email and / or your Account.

1.8.2 You agree that if we provide notices to you in relation to your Account, these Terms or any other matter via your email and / or Account, such notice constitutes written notice under these Terms.

2. Payments

2.1 Payment Requests

2.1.1 Once your Account has been set up, you can make a Payment Request at any time.

2.1.2 Each Payment Request must be less than your User Limit.

2.1.3 No further Payment Requests will approved and paid by your Employer where:

- a. you are in default of your obligations under these Terms;
- b. your Account Balance exceeds, or by processing a Payment Request will exceed, your User Limit; or
- c. you no longer meet the eligibility criteria in clause 1.1.

2.1.4 Once a Payment Request has been approved by your Employer, we will process the Payment Request on behalf of the Employer and directly pay it to your Bank Account on behalf of your Employer.

2.1.5 Once a Payment Request has been paid under clause 2.1.4, we will update your Account Balance to reflect the Payment Request.

2.1.6 Once a Payment Request has been approved, you cannot cancel or change your Payment Request.

2.1.7 If your Payment Request has been submitted, you cannot cancel or change the Payment Request via your Account.

2.1.8 If your Payment Request has been rejected, you will not receive any payment. However, you may submit another Payment Request.

2.2 Review and approval

2.2.1 Each Payment Request will be reviewed and approved by your Employer.

2.2.2 Your Employer may choose to approve or reject a Payment Request. If a Payment Request is

- a. Approved, an automated message will notify you through the CashD Platform and the payment will be processed and deposited into the your Bank Account; or
- b. Rejected, an automated message will notify you through the CashD Platform.

2.3 No repayment

- 2.3.1 Payment of a Payment Request is a payment of your wages or salary accrued and owed to you by your Employer but not yet paid.
- 2.3.2 Each Payment Request is made by us on behalf of your Employer using funds provided by your Employer. To the extent we are required to advance any funds to your Employer to cover your Payment request, we will recover the amount from your Employer.
- 2.3.3 Any Payment Request approved and paid to you in accordance with these Terms is not an advance, loan or any other form of credit made or given by us or your Employer. You do not need to repay any Payment Request.
- 2.3.4 Any Payment Request paid to you under these Terms is not consumer credit and is not regulated under the *National Consumer Credit Protection Act 2009* (Cth).

3. Licence

3.1 Limited Licence

- 3.1.1 Subject to these Terms and your compliance with them, we grant you a limited, non-exclusive, non-transferable licence to access and use the CashD Platform. We reserve all rights, title and interest not expressly granted under this licence to the fullest extent possible under law.
- 3.1.2 Any use of the CashD Platform not specifically permitted under these Terms is strictly prohibited.

4. Warranties

4.1 No Warranty

- 4.1.1 You expressly understand and agree that except as otherwise set out in these Terms, the CashD Platform is provided on an “as is” and “as available” basis. We expressly disclaim all warranties of any kind, whether expressed or implied, including, but not limited to, the implied warranty of merchantability, fitness for a particular purpose and non-infringement.
- 4.1.2 We make no warranty that the CashD Platform will:
 - a. be uninterrupted, timely, secure, or error-free;
 - b. the results that may be obtained from the use of the CashD Platform will be accurate or reliable;
 - c. that any errors or defects in the CashD Platform will be corrected; or
 - d. will meet all of your requirements.
- 4.1.3 Although considerable effort is expended to make the CashD Platform and any other operating communication channels available at all times, no warranty is given that these channels will be available and error free every minute of every day.
- 4.1.4 You acknowledge and agree that we are not responsible for temporary interruptions in service due to failure beyond our control including, but not limited to, the failure of interconnecting operating systems, computer viruses, and forces of nature, labour disputes, pandemics and armed conflicts.
- 4.1.5 This clause 4.1 will apply to the maximum extent permitted by applicable law.
- 4.1.6 Nothing in these Terms is intended to affect your statutory rights.

4.2 Beta Features

From time to time, CashD may offer new features or tools with which you may experiment with on the CashD Platform. Such features or tools are offered solely for experimental purposes and without any warranty of any kind, and may be modified or discontinued at our sole discretion.

4.3 Your warranties

By entering into these Terms and accessing the CashD Platform, you represent and warrant that:

- 4.3.1 all information provided, and to be provided, in accordance with these Terms is accurate, complete and current; and
- 4.3.2 you will use the CashD Platform in accordance with these Terms.

5. Fees and charges

5.1 Transaction Fee

- 5.1.1 Your Employer will charge you a Transaction Fee for each Payment Request.
- 5.1.2 The Transaction Fee will be deducted from your Payment Request before it is paid to your Bank Account.

5.2 Employer fee

You acknowledge and agree that we may pay your Employer a fee for making the CashD Platform available to its workforce. This fee may be a percentage or fixed amount of the Transaction Fee charged for Payment Requests.

5.3 Changes

If your Employer agrees, we may vary the amount, frequency and time for payment of the Transaction Fee and impose new fees and charges without your consent by giving you at least [20] days' written notice in compliance with the law. Any changes will only apply to any new Payment Request/s made by you after the changes. If you are unhappy with any of the changes, you may terminate these Terms in accordance with clause 10.2.

6. Indemnity

6.1 User indemnity

You agree to indemnify us and the Employer in respect of any liability incurred by us or the Employer for any loss, cost, damage, or expense (**Loss**) arising under tort, statute, equity, contract or some other cause of action, we or the Employer suffers as a result of:

- 6.1.1 your negligent or wrongful acts or omissions;
- 6.1.2 your breach of these Terms;
- 6.1.3 your breach of any other terms and conditions you agree to prior to using the CashD Platform, but only to the extent to which the Loss was caused by your negligent or wrongful acts or omissions.

7. Limitation of liability

7.1 Liability Cap

To the maximum extent permitted by law, our or your Employer's liability to you for all claims arising out of or in connection with these Terms shall not exceed the total value of your Account Balance at any given time, regardless of whether the liability arises under any breach of contract, tort (including negligence), statute, equity, contract or any other cause of action.

7.2 Consequential loss

Neither you, your Employer nor us are liable to the other for any consequential or indirect loss including, but not limited to, loss of profit, loss of accrued employment rights, lost opportunity cost, loss of enjoyment.

8. Privacy

8.1 Privacy Policy

- 8.1.1 We will collect, store, use and disclose your personal information in accordance with our Privacy Policy.

- 8.1.2 You must read our Privacy policy and provide the Privacy Consent before you first access the CashD Platform.
- 8.1.3 We may change the Privacy Policy from time to time by publishing an updated version on the CashD Platform when you next log-in to your Account. You will need to agree to the updated Privacy Policy before you can access your Account and submit any Payment Requests.

9. Intellectual Property

9.1 Intellectual Property rights

- 9.1.1 You acknowledge and agree that the CashD Platform contains proprietary and confidential information that is protected by law.
- 9.1.2 Except as expressly authorised by CashD, you agree not to modify, rent, lease, loan, sell, distribute or create derivative works based on the CashD Platform, in whole or in part.
- 9.1.3 CashD grants you a personal, non-transferable and non-exclusive right and licence to use the CashD Platform in accordance with these Terms.
- 9.1.4 You agree not to modify the CashD Platform in any manner or form, or to use modified versions of the CashD Platform, including (without limitation) for the purpose of obtaining unauthorised access to the CashD Platform.
- 9.1.5 You agree not to access the CashD Platform by any means other than through the Website or App or any other interface that is provided by CashD for use in accessing the CashD Platform.

10. Term and Termination

10.1 Term

These Terms commence on the date you agree to them and will continue until terminated by you, your Employer or us in accordance with this clause 10.2.

10.2 Termination

- 10.2.1 Either you, your Employer or us may terminate these Terms immediately by notice.
- 10.2.2 If these Terms are terminated then:
 - a. Any submitted Payment Requests, which have not been approved or rejected, will be automatically cancelled;
 - b. You will not be able to submit any further Payment Requests;
 - c. Your Account will be closed;
 - d. You will not be able to access the CashD Platform; and
 - e. We will keep a copy of any information or data relating to your Account in compliance with the law.

11. Assignment

- 11.1.1 We may transfer, or assign, our or your Employer's rights under these Terms without your consent, provided we reasonably believe you will not suffer any material detriment from the transfer or assignment. In doing so, you consent to us giving any information (including documents) about you to the assignee or to anyone who is considering becoming the assignee.
- 11.1.2 You cannot transfer, or assign your rights under these Terms.

12. Changes to these Terms

- 12.1.1 We reserve the right to modify, update or otherwise alter these Terms.
- 12.1.2 We will notify you of any changes to the Terms, including any changes to fees and charges, by displaying the updated terms the first time you log into your Account after the change. Any

changes will apply to your next Payment Request, but will not apply to any Payment Request that has been:

- a. submitted and paid; or
- b. submitted but not yet approved or rejected.

12.1.3 If you are unhappy with any of the changes, you may terminate these Terms in accordance with clause 10.2.

13. Inquiries or complaints

Please contact your Employer for any inquiries or to make a complaint. If you need any technical assistance, please contact us on support@cashd.com.au.

14. General

14.1.1 These Terms are governed by the law in force in the State of New South Wales. The parties submit to the non-exclusive jurisdiction of the courts of that place.

14.1.2 Any failure to exercise or enforce any right or provision of these Terms does not constitute a waiver of such right or provision.

14.1.3 If any provision of these Terms is held invalid, the remainder of the Terms will continue in full force and effect.

14.1.4 Unless stated otherwise, all amounts in these Terms are exclusive of GST (if any).

14.1.5 No party will be liable to the other party for any failure to perform its obligations under these Terms during the time and to the extent that such performance is prevented by a Force Majeure Event. The party subject to a Force Majeure Event (the non-performing party) must notify the other party of the relevant details as soon as practicable after the Force Majeure Event occurs and endeavour to mitigate and remedy the effect of the Force Majeure Event and minimise the impact of the event on the other party.

15. Definitions

In these Terms, unless the context indicates otherwise:

Account means the account we have created for you to use the CashD Platform.

Account Balance means the sum of all Payment Requests made by you that are approved and processed in accordance with the Terms in a Pay Cycle Period.

Administrator means any personnel responsible for administering the CashD Platform on behalf of the Employer and any of its Associated Entities.

Administrator Access means:

- a. access to certain information selected and made available by CashD about users and the use of the CashD Platform by users;
- b. reviewing and approving / rejecting Payment Requests made by users in accordance with the CashD Terms;
- c. providing or uploading data to the CashD Platform on behalf of the Employer;
- d. access to configuration and setting components in the CashD Platform; and
- e. access to any other information, features or functionality made available by CashD to Administrators from time to time.

App means the CashD App that may be downloaded from AppleStore or GooglePlay.

Bank Account means your bank account that all Payment Requests will be credited to, the details of which your Employer has to provided as part of the Account set-up under clause 1.3.2 or updated in accordance with clause 1.3.3.

CashD means CashD Pty Ltd ABN 96 635 540 340.

CashD Platform means CashD's online CashD Platform accessible from the App or Website that can be used to process Payment Requests by users under the CashD Terms.

Employer means the entity which you work for and who has engaged us to provide you with access to the CashD Platform.

Force Majeure Event means an event or circumstance beyond the reasonable control of any party (including a natural event or disaster, pandemic, act of war, revolution, strikes, lockouts and acts of government) which makes it impossible, impracticable or illegal for a party to perform its obligations under these Terms, but does not include lack of funds for any reason.

Insolvency Event means:

- a. any step being taken by a mortgagee to take possession, or dispose, of the whole or any part of your assets;
- b. any step being taken to appoint a receiver, a receiver and manager, a trustee in bankruptcy, or other like person in respect of the whole or any part of your assets;
- c. any step being taken which could result in you being subject to any arrangement, assignment or composition, protected from creditors under any statute;
- d. being otherwise unable to pay your debts as they fall due; or
- e. having something with the same or a similar effect happen under the laws of any jurisdiction.

Payment Request means a request to your Employer, submitted via the CashD Platform, for you to be paid, prior to your usual pay day, some or all of your wages or salary which has been earned but not yet paid by your Employer.

Pay Cycle means the frequency that your Employer usually pays your wages or salary e.g. weekly, biweekly or monthly.

Pay Cycle Period means the time period between the last Pay Cycle and the next Pay Cycle.

Privacy Consent means the privacy consent accessible at www.cashd.com.au

Privacy Policy means the CashD privacy policy accessible at www.cashd.com.au

Terms means this agreement, together with any other documents incorporated by reference, including the Privacy Policy.

Transaction Fee means the dollar or percentage fee that applies to each Payment Request processed by CashD in accordance with these Terms. The applicable fee will be specified in Platform at the time you make a particular Payment Request.

User Limit means the limit that applies to your Payment Requests specified in the CashD Platform from time to time.

Website means CashD's website accessible from this link www.cashd.com.au