

## Terms and Conditions

These Website Terms and Conditions describe the terms under which you may make use of our website <https://wiztoss.com/> (the "Website"), whether as a guest or a registered user. Please read this agreement carefully before you start to use the Website. By using our Website, you indicate that you accept these Website Terms of Use and that you agree to abide by them. If you do not agree to these Website Terms of Use, please refrain from using our Website.

## Our Services

There are two components to our website – registered user area and guest area. Registered users are granted unrestricted access to services which allows the member to request an online transfer of money and view this information at any time. Guests are given limited access to information tabs such as the process of online transfer of money, how to register, FAQs.

Pressing the Exchange button means as a user you agree to perform a legally binding, irreversible transaction which involves transferring a set amount from the user's chosen bank account to WIZTOSS Pty Ltd through the transaction system for the purpose of exchanging AUD to KRW at the rate set by Wiztoss, trading as Wiztoss.

At any point Wiztoss reserves the right to withdraw from transactions or suspend the account if they do not follow the compliance guideline set by Wiztoss.

Reasons of withdrawal from transaction may include but not limited to:

- Suspicious transaction pattern
- Suspected of account loaning or stealing
- Wiztoss Exchange Rate error due to system failure
- User suspected of money laundering or financing terrorists by AUSTRAC

## Transactional Error

If the funds fail to reach Wiztoss of any of its subsidiary's bank account for any reason the customer must follow instructions from Wiztoss to deposit the transaction amount to a bank account provided by Wiztoss. The following events are considered as transactional error or fraudulent activities:

- Sudden bank intervention to the transaction including account closure and transaction blocking
- Deliberate or accidental reversal of the deposit completed through the transitions
- Transaction error

Wiztoss will take appropriate legal actions to recover the funds if instructions are not followed by the customer who experienced transactional error.

## **Exchange Rates**

WIZTOSS PTY LTD may change the applicable exchange rate at any time to its own discretion. The exchange rate will be updated regularly and the customer will be notified of the current rate that will be applied to their transaction through the front page of the Website and on the second tab of the 'My accounts page'.

## **Fees**

WIZTOSS PTY LTD charges a fee on every payment unless indicated otherwise. Fees relating to each payment are visible to the user before submitting the payment.

## **Cancellation**

Once the user presses the Exchange or Transfer button in the user page the actions are irreversible. If the user takes any actions that actively reverses the exchange action which involves challenging the withdrawal by the Company standard Dispute Resolution Protocols will be followed.

## **Privacy Statement**

Personal information collected by WIZTOSS PTY LTD is treated as confidential and is protected by the Privacy Act (Cth) 1988. WIZTOSS PTY LTD will only collect personal information which is necessary to perform the services contemplated by this Agreement.

## **Eligibility**

To be eligible for our Services, you must be at least 18 years old. You further represent and warrant to us that if you are an individual and you open an Account with us that you are not acting on behalf of an undisclosed principal or a third-party beneficiary.

Before being able to use the Service we have to perform mandatory customer verification. For that we may ask for photographic evidence of your identity such as a copy of your passport. It is possible to provide this evidence through a number of methods including email and Kakaotalk

At the time of joining the Membership you must reside in Australia and be able to provide an Australian residential address that is not a PO Box.

WIZTOSS PTY LTD reserves the right to access various government and private databases so as to verify your information (so called “electronic ID”) If certain databases provide a match to the information you provide then we may not have to ask for photographic evidence of your identity

Wiztoss PTY LTD reserves the right to refuse to accept any new user or any transaction at its discretion.

## **Confidentiality of Client Information**

- WIZTOSS PTY LTD will use reasonable precautions to maintain the confidentiality of information WIZTOSS PTY LTD receives from the Client and material and/or data the Client provides, creates, inputs or develops in connection with the Client's use of the WIZTOSS PTY LTD Services. Nonetheless, because such information, material and/or data may be provided through the Internet or by facsimile transmission, the Client hereby acknowledges and agrees that WIZTOSS PTY LTD cannot assure that such information, material and/or data will continue to be confidential.
- The Client accepts the risk of a third party receiving confidential information concerning the Client and specifically releases and indemnifies WIZTOSS PTY LTD from any claim arising out of a third party intercepting, accessing, monitoring or receiving any communication from a Client intended to be provided to WIZTOSS PTY LTD or from WIZTOSS PTY LTD intended to be provided to the Client
- The Client acknowledges and agrees that WIZTOSS PTY LTD may disclose the Client's name and other personal and financial information about the Client, and any relevant details of an Authorised User, to its employees, representatives, officers, agents, and affiliates, as well as to a governmental entity or self-regulatory authority, an Internet service provider or any other third party agent or service provider for any purpose related to offering, providing, administering or maintaining the WIZTOSS PTY LTD Services, or to comply with applicable Laws.
- WIZTOSS PTY LTD will treat the Client's personal information in accordance with its privacy

policy, which the Client may obtain by contacting WIZTOSS PTY LTD or on the WIZTOSS PTY LTD Website.

## **Anti-Money Laundering**

Due to the inherent risks in transferring currency between parties located in different countries, WIZTOSS PTY LTD takes extraordinary measures to ensure that it is not participating or assisting in money laundering or terrorist financing. Law enforcement agencies and regulatory authorities may periodically inspect and require copies of Client information and business records held by WIZTOSS PTY LTD, to ensure compliance with all applicable anti-money laundering and counter terrorism financing laws.

- The Client should be fully aware that in appropriate cases all communications and information concerning the Client held by WIZTOSS PTY LTD, may be disclosed to and reviewed by law enforcement agencies and regulatory authorities. In addition, the Client agrees to comply with all applicable anti- money laundering and counter terrorism financing laws, including, but not limited to, the requirement to obtain satisfactory evidence of the identity of any principal whom the Client may represent in any transaction entered into with WIZTOSS PTY LTD.
- At any time during the membership WIZTOSS PTY LTD may ask for further information about transactions and transfers done with Wiztoss.

## **Limitation of Liability**

WIZTOSS PTY LTD will use all reasonable endeavours to make payments to the Client or to any third party specified by the Client, in accordance with the timing specified in the Client's Instructions. However, WIZTOSS PTY LTD shall not be liable under circumstances for any direct, indirect or consequential loss (including any loss of profits) incurred as a result of a delay in funds reaching the Client's nominated account.

- WIZTOSS PTY LTD will not be liable if a payee/beneficiary bank fails to process the Payment correctly.
- WIZTOSS PTY LTD is not responsible for any delays, charges or loss incurred due to errors in the payment or beneficiary information supplied by the Client or where the Client has failed or delayed confirming the details of the Korean account using the functions integrated into the website. The Client agrees to indemnify WIZTOSS PTY LTD and be liable for any losses or charges incurred by WIZTOSS PTY LTD arising from such error on the Client's behalf.
- Nothing in this Agreement is intended to limit or exclude any liability WIZTOSS PTY LTD may owe the Client under any statutory rights the Client may have.

## Termination

- This Agreement may be terminated immediately by the Client or WIZTOSS PTY LTD by Notice to the other in writing. However, termination by either party shall not affect any Order or other transaction previously entered into and shall not relieve either party of any outstanding obligations arising out of this Agreement, nor shall it relieve the Client of any obligations arising out of any Order entered into prior to such termination.
- In the event that WIZTOSS PTY LTD is made aware of or has reason to believe any of the following:
  - (i) that the Client has provided false or misleading information to WIZTOSS PTY LTD;  
or
  - (ii) that the Client has participated or is participating or has assisted or is assisting in money laundering or terrorist financing; or
  - (iii) that the Client is being officially investigated by law enforcement and/or regulatory agencies;
- WIZTOSS PTY LTD, at its sole discretion, may terminate this Agreement immediately by Notice to the Client, and WIZTOSS PTY LTD shall be relieved of any obligations set out in this Agreement or arising out of the transactions contemplated by this Agreement, including any obligations arising out of any Order already placed with WIZTOSS PTY LTD.
- Within two (2) Days of termination of this Agreement the Client will return or destroy all materials received from WIZTOSS PTY LTD as per WIZTOSS PTY LTD's written instructions. Each party's duties of payment, delivery, and destruction of materials shall survive termination of this Agreement. Any obligation of WIZTOSS PTY LTD arising by operation of this clause is subject to WIZTOSS PTY LTD's determination under this clause.