

TERMS AND CONDITIONS

This Users Agreement outlines the terms and conditions of sosure.com.au (“**the Website**”), and the SoSure IOS and Android Applications (“**Device Applications**”). By continuing to access Our Services, you are indicating acceptance of our Terms and Conditions.

1. Outline

- 1.1. The Website and Device Applications are wholly owned and operated by SoSure Pty Ltd (ABN 17 632 208 087).
- 1.2. References in this agreement to “SoSure Pty Ltd”, “SoSure”, “we”, “our” or “us” are to SoSure Pty Ltd depending on the context.
- 1.3. References to “you” or “your” are references to the “Users” or “Users” of Our Services.
- 1.4. By using Our Services, you acknowledge and agree that you have read, understood and wholly accepted our Terms and Conditions in effect, changeable at our discretion from time to time.
- 1.5. By using Our Services, you acknowledge and accept that SoSure has the right to amend, modify, add to or delete certain Terms and Conditions at our discretion. Such amendments, modifications, additions or deletions apply to your use of Our Services as soon as they are displayed on the Website (whether or not you are aware of those amendments, modifications, additions or deletions). All subsequent usage of Our Services will be subject to the amended and most current Terms and Conditions. Users of Our Services will be made aware of any changes to our Terms and Conditions via email or directly through the Device Application or Website.

2. Services

Eligibility

- 2.1. To be an eligible Users of Our Services, you must:
 - a) be at least 18 years of age; or
 - b) be between the ages of 16 and 18, and have your legal guardians’ consent and supervision to use Our Services.
- 2.2. If you do not meet the above eligibility requirements, we kindly request you refrain from or cease using Our Services immediately.

Our Services

- 2.3. SoSure’s operations are delivered via Device Applications and the Website from time to time.
- 2.4. SoSure provides Users with the ability to:
 - a) purchase items from listed merchants;
 - b) receive a varying amount of reward points, in the form of Unihash (“**Rewards Points**”), from purchases with listed merchants;
 - c) receive Reward Points from our Shake to Win application;
 - d) pay utility bills with Users’ SoSure account balance;
 - e) pay credit card bills with Users’ SoSure account balance; and
 - f) redeem gift cards with Users’ SoSure account balance.

SoSure Online

- 2.5. SoSure Online("SSO") will allow users of SoSure to receive a specific percentage of their purchase in Unihash ("Unihash Rewards") when they make an online purchase with our affiliated merchants.
- 2.6. A SoSure account is required to use and earn with SSO.
- 2.7. SoSure will display the relevant reward percentage of SSO prior to making a purchase.
- 2.8. SSO rewards are not earned on GST, delivery fees, or any other payments not withstanding the true cost of the goods or services being purchased.
- 2.9. Unihash rewards are not currently redeemable at our online merchants.
- 2.10. SSO rewards may take up to 30 business days to process.
- 2.11. Some merchant goods or services are not available for Unihash rewards, excluded items are at the discretion of the merchant and may change from time to time.
- 2.12. SSO will not be able to tell you prior to purchase what goods or services are excluded from rewards.
- 2.13. The amount of merchant rewards received are not in SoSure's control, exclusion disputes in relation to SSO rewards should be elevated with the merchant and not SoSure.

Fees

- 2.14. SoSure reserves the right to amend or modify their fees in their sole discretion.
- 2.15. Any changes to the SoSure fee structure will be disseminated 7 days prior to them taking effect.
- 2.16. Fee updates will be disseminated on the SoSure Website and Device Applications.
- 2.17. Users are obliged to visit SoSure's Website and Device Applications from time to time to review any fee updates.
- 2.18. If Users disagree and do not wish to proceed with the new fee structure, Users must cease to use SoSure's services immediately.
- 2.19. If any fee has not been paid in full or on time, SoSure reserves the right to suspend or terminate the account in breach or any Services the Users in breach are engaged with in conjunction with SoSure's services.

Unauthorised Activity

- 2.20. In the event that an unauthorised activity takes place as a result of an error caused by SoSure, SoSure will attempt to rectify the unauthorised activity within 14 business days.
- 2.21. In the event that an unauthorised activity was a result of an error caused by the Users, the Users will be fully liable for the unauthorised activity.
- 2.22. Errors caused by SoSure are limited to faults or vulnerabilities in the Website and Device Applications or a dissemination of secure information unrelated to the Users.

Incorrect Activity

- 2.23. SoSure will do everything reasonably possible to remedy any Incorrect Activity, however SoSure is not liable for any loss or damage arising out of an error caused by the Users.

3. Access to Our Services

Registration of SoSure Account

- 3.1. In order to use SoSure's Services, Users must register for a SoSure account ("**SoSure Account**") by providing their full name, e-mail address, password, any requested documents.

- 3.2. By registering for a SoSure account, Users acknowledge and accept SoSure's Users Agreement, Terms and Conditions and Privacy Policy.
- 3.3. SoSure may in our sole discretion refuse the registration of a SoSure Account for Users or limit the number of SoSure Accounts that Users or their immediate family may hold.

Identity Verification

- 3.4. By creating a SoSure Account, you authorise SoSure to make requests for and retain documentation relating to your identity. Documentation retention relating to your identity will be maintained in accordance to our Privacy Policy.
- 3.5. The verification of your identity (and business structure, if applicable) and on-boarding of your account may take up to 10 business days commencing from the date of a valid registration to complete.
- 3.6. You represent and warrant that the information you provide to us is true and accurate.
- 3.7. The information we request may include certain personal information, including, but not limited to: -
 - a) your name;
 - b) your current residential address;
 - c) your telephone number;
 - d) your e-mail address;
 - e) your date of birth;
 - f) your Tax File Number;
 - g) your Passport number and accompanying details;
 - h) your Driver Licence Number and/or any other government issued identification number;
 - i) any information regarding your bank account (such as the name of the bank, the account type, routing number, branch number, address of account holder, and account number).
- 3.8. When there is a change in your identity information, you agree to update such information when applicable within a reasonable time frame.

Access

- 3.9. In order to access SoSure Services, you must have the necessary equipment or devices (such as a smartphone or tablet) and the associated telecommunication service subscriptions to access the internet.

Third Party Payments

- 3.10. We have no control over and do not assume liability for the delivery, quality, safety, legality or any other aspect of any goods or services that you may purchase or sell to or from a third party including listed merchants. We are not responsible for ensuring that a third-party seller you transact with will complete the transaction or is authorised to do so.
- 3.11. If you experience a problem with any goods or services purchased from, or sold to, a third party using Our Services, or if you have a dispute with such third party, you should resolve the dispute directly with that third party.
- 3.12. If you believe a third party has behaved in a fraudulent, misleading, or inappropriate manner, or if you cannot adequately resolve a dispute with a third party, you may notify SoSure at info@sosure.com.au as soon as reasonably practicable so that we can consider what action to take, if any.

4. Security

- 4.1. The transmission of information over the internet is not always completely secure. In particular, emails to or from us and internet transmission of information submitted to or accessed via our platform may not be secure and you should use discretion in deciding what information you send to us via these means.
- 4.2. You acknowledge that you use the Services (and obtain and transmit data to it) entirely at your own risk, that it is provided on an 'as is' basis and that we do not make any representations or warranties as to the security, availability of our platform and Services or that your access or use will be uninterrupted, timely or secure;
- 4.3. We cannot guarantee the identity of any other Users, receiver or other party you engage with using Our Services.
- 4.4. You are accountable for maintaining and preserving the confidentiality of your account information, your personal information provided to SoSure, your password, whether you implement a two-factor authentication and any other activities you undertake when using Our Services.
- 4.5. SoSure recommends you implement and use two-factor authentication if and when available.
- 4.6. You must notify SoSure immediately of any unauthorised access or use of your account, password or any other breach of Our Services by submitting a support request on our website or contacting us by other published methods.

5. Users Obligations

- 5.1. You hereby warrant to us that you are a bona fide Users of SoSure's Services for the purposes facilitating purchases with listed merchants.
- 5.2. By opening a SoSure Account, you confirm that you will not use SoSure's Services in connection with any of following businesses, activities, practices, or items, and any criminal activities whatsoever, including but not limited to:
 - a) Terrorist financing;
 - b) Money laundering;
 - c) Illegal gambling;
 - d) Distributing or funding drugs and drug paraphernalia;
 - e) Malicious hacking, including payments for ransomware;
 - f) Any business activity we believe poses elevated financial risk including legal liability, pyramid schemes, network marketing and referral marketing programs;
 - g) Knowingly or recklessly providing us with inaccurate or incomplete information through the Platform;
 - h) Reverse engineering, disassembling or otherwise attempting to construct, copy or replicate the platform's source code, formulas or processes;
 - i) Interfering with the security of the platform or the safe use of the platform by others (including, without limitation, by way of distributing viruses, corrupted files or other similar software or programs that may damage the operation of any computer hardware or software or which are otherwise directed at the Website or its Users);
 - j) Using the Website or Device Applications for any purpose that is unlawful or prohibited or in a way which infringes the intellectual property rights or other rights of any person (including SoSure);
 - k) Knowingly or recklessly using and/or taking advantage of a technical or technological errors, loopholes or glitches relating to SoSure's Services;

- l) Using the platform or the information contained in it for commercial purposes which are competitive to the platform or our business or which would otherwise be detrimental or prejudicial to our interests in any way;
- m) Using systematic, repetitive or other related methods which are designed to generate or obtain repetitive and repeated amounts of data or other information from or to the platform or which may otherwise place an unreasonable load on the infrastructure of the platform;
- n) Publishing, posting, distributing, disseminating or sending 'spam material' or engaging in any communication that is offensive, false, unlawful, defamatory, indecent, unfair or inappropriate in any way to others, which would reasonably be considered as 'spam' or which is deliberately false, misleading, or deceptive (or likely to mislead or deceive);
- o) Collecting or storing personal data about other Users of SoSure's services; or
- p) Doing anything else which may interfere with or negatively affect the operation of SoSure's Services or other Users.

6. Indemnity

Release of SoSure

- 6.1. If a dispute arises between yourself and one or more Users, merchants or digital currencies whilst using Our Services, you agree that neither we nor our affiliates or service providers, nor any of our respective officers, directors, agents, joint venturers, employees and representatives will be liable for any claims, demands and damages (actual and consequential) of any kind or nature arising out of or in any way connected with such disputes.

Indemnification

- 6.2. You hereby agree to indemnify SoSure, our affiliates and service providers, and each of our and their respective officers, directors, agents, employees and representatives, in respect of any costs (including legal' fees and any fines, fees or penalties imposed by any regulatory authority) that have been reasonably incurred in connection with any claims, demands or damages arising out of or related to your breach and/or our enforcement of these Terms and Conditions (including, without limitation, your breach of our published policies) or your violation of any law, rule or regulation, or the rights of any third party.

Limitations of Liability

- 6.3. To the full extent permitted by law, we shall only be liable to you for loss or damage directly caused or reasonably foreseeable by our breach of these Terms and Conditions and our liability in these circumstances is limited as set out in this section.

Warranties

- 6.4. We do not provide any warranty in relation to your use of Our Services, or listed digital currency, including that the information displayed on our Platform and in relation to Our Services is up to date, accurate or complete.

7. Dispute Resolution

- 7.1. In the event of a dispute arising in respect of any aspect of these Terms and Conditions, the parties agree to refer the matter to mediation as provided below and only upon failure to settle the dispute through mediation will the parties initiate legal proceedings.
- 7.2. The mediation procedure is as follows:
- a) a party may commence mediation by serving a mediation notice on the other party;
 - b) the notice must state that a dispute has arisen and identify the nature of the dispute;
 - c) the parties must jointly request appointment of a mediator. If the parties fail to agree on the appointment within seven (7) days of service of the mediation notice, either party may apply to the President of the Law Institute of Victoria or the nominee of the President to appoint a mediator;
 - d) once the mediator has accepted the appointment the parties must comply with the mediator's instructions;
 - e) if the dispute is not resolved within thirty (30) days of the appointment of the mediator, or any other period agreed by the parties in writing, the mediation ceases;
 - f) The mediator may fix charges for the mediation which charges must be borne equally by the parties.

8. Termination

- 8.1. SoSure may suspend, limit, restrict, deactivate or terminate your access to SoSure's Services, including your account, if:
- a) we are required to do so by any applicable law or any court or other authority to which we are subject in any jurisdiction;
 - b) we reasonably suspect you of acting in breach of this Agreement;
 - c) we reasonably suspect you have breached our published policies, agreements or terms of use;
 - d) We reasonably suspect you to have co-ordinated transactions with other accounts;
 - e) We reasonably suspect you to have acted in a way that attempts to circumvent the intended purpose of our services;
 - f) we have concerns that a transaction is erroneous or about the security of your SoSure Account or we suspect SoSure services are being used in a fraudulent or unauthorised manner;
 - g) we suspect money laundering, terrorist financing, fraud, or any other financial crime;
 - h) if your credit or debit card or any other valid payment method linked to your Currency Wallets is declined;
 - i) use of your SoSure Account is subject to any pending litigation, investigation, or government proceeding and/or we perceive a heightened risk of legal or regulatory non-compliance associated with your Account activity; and
 - j) you take any action that may circumvent our controls, such as opening multiple SoSure Accounts or abusing promotions which we may offer from time to time.
- 8.2. You may cancel your SoSure account at any time, following the settlement of any pending transactions or trades.
- 8.3. You will not be charged any fees for cancelling your SoSure account, however you must pay any outstanding amounts owed to us.

9. General

- 9.1. SoSure will communicate with customers via email, telephone or an internal account and will never provide links to other websites that request sensitive information such as passwords and pins. If you suspect an email or telephone call to be unsecure, please email us at info@sosure.com.au and we will endeavour to assist you as quickly as possible.
- 9.2. By using SoSure's services, you accept that it is your responsibility to determine whether and to what extent any taxes apply to any transaction you conduct using Our Services. It is also your responsibility to seek professional tax advice with respect to personal, business and self-managed superfund SoSure accounts as well as to ensure that you are compliant and that the services and features satisfy your requirements. SoSure does not provide any advice or take any responsibility for information that you receive through Our Services.
- 9.3. The Terms and Conditions published on the date you view them on the platform supersede all prior versions.
- 9.4. We will not be held liable if we are unable to perform Our Services as stipulated in the Terms of Use due to exceptional circumstances, or for reasons that are not within our control, including but not limited to:
 - a) change of law, regulations or policy; or
 - b) an event of Force Majeure.

10. Severability

- 10.1. If any provision of these Terms and Conditions is held to be invalid, unenforceable or illegal in whole or in part, under any law, such provision or part thereof will to that extent be severed and deemed not to form part of these Terms but the legality, validity and enforceability of all other provisions of these Terms will not be affected.

11. Governing Law

- 11.1. Our Services are governed under Victorian Law and the non-exclusive jurisdiction of the Australian Courts.