

NIKUA GROUP – TERMS AND CONDITIONS

OVERVIEW

This website is operated by NIKUA GROUP PTY LTD (ACN 641051327). Throughout the site, the terms “we”, “us” and “our” refer to NIKUAGROUP PTY LTD. We offer this website, including all information, tools and services available from this site to you, the user, conditioned upon your acceptance of all terms, conditions, policies and notices stated here.

NIKUA GROUP PTY LTD is registered with AUSTRAC for the provision of independent remittance dealer. Our main business is money transfer services. For your own security, we recommend that you only send money through our service to people you know personally. If you choose to pay third parties for goods and services using the Service, you acknowledge that NIKUA GROUP PTY LTD has no control over, and is not responsible for, the safety, legality, quality, or delivery of such goods or services and that any such use of the Service is entirely at your own risk.

By visiting our site and/ or place an online money transfer, you engage in our “Service” and agree to be bound by the following terms and conditions (“Terms of Service”, “Terms”, “Terms and Conditions”), including those additional terms and conditions and policies referenced herein.

Please read these Terms of Service carefully before accessing or using our website. By accessing or using any part of the site, you agree to be bound by these Terms of Service. If you do not agree to all the terms and conditions of this agreement, then you may not access the website or use any services. If these Terms of Service are considered an offer, acceptance is expressly limited to these Terms of Service.

Any new features or tools which are added to the current store shall also be subject to the Terms of Service. You can review the most current version of the Terms of Service at any time on this page. We reserve the right to update, change or replace any part of these Terms of Service by posting updates and/or changes to our website. It is your responsibility to check this page periodically for changes. Your continued use of or access to the website following the posting of any changes constitutes acceptance of those changes.

INTRODUCTION

The Agreement between you and NIKUA GROUP PTY LTD allows you to send an online money transfer to the person named on the form (the “Recipient”) and allows them to collect the money with one of our authorised agents.

In order to use our service for the first time, you must set up your “Profile” by entering your personal information, a “User ID” (which is your email address is used for identification purposes and to login to your Profile), a password, a valid Identification and a contact number. For any consecutive Transfers you can use your existing Profile using your User ID and password to login. All information provided by you shall be stored in your Profile, and shall be maintained by us or our service providers based upon the information supplied by you.

You cannot send a Transfer on behalf of a third party.

For online transfers, you can send money within the same country or to a different receiver country. Once we have accepted your Transfer and the money has been collected from your bank account, the recipient can collect the money in the agreed currency and agreed exchange rates at one of our authorised agents. You may receive an email alert to confirm that the transaction has been completed.

We currently offer our services to Tonga only as we don't provide services to other countries, as of yet. You visit our website to find out the availability of our services and addresses and opening times of our authorised agents.

If you do not wish to receive communications electronically, you may not NIKUA GROUP PTY LTD services.

You agree to promptly update your records if your any of your relevant personal or contact information change in your profile changes.

SECTION 1 - ONLINE WEBSITE AND REGISTRATION TERMS

By agreeing to these Terms of Service, you represent that you are at least 18 years of age or that you are the age of majority in your state or province of residence. You must have the capacity to enter into legal contracts, including other restrictions. Our Terms and Conditions are applicable in each and every transaction made. If you submit a transaction, you are requesting that we process the transaction on your behalf, an offer which we may accept or reject at our sole discretion. However, if we decide not to process the transaction, we will notify you promptly of that decision and repay the money paid. You may not use our service for any illegal or unauthorized purpose nor may you, in the use of the Service, violate any laws in your jurisdiction. You must not transmit any worms or viruses or any code of a destructive nature. A breach or violation of any of the terms will result in an immediate termination of your service.

You will be required to provide certain information that identifies each person who seeks to register to use our services such as your name, address, date of birth, occupation and other information that will allow us to identify you. You agree to provide complete and accurate information in connection with the registration process and you further agree to update this information as may be reasonable or necessary to keep it complete and accurate at all times.

The use of our service is subject to our ability to verify your identity. If you do not provide accurate and complete information during registration or when requesting a payment, we have the right to prohibit you from using our service or decline to process the request.

Each time you access our Remittance Facility, you shall be deemed to have confirmed the accuracy and completeness of all registration information.

You authorise NIKUA GROUP PTY LTD to charge you the costs associated with verifying your identity in instances a transaction was not complete due to incomplete and inaccurate information.

You will be able to access material on some areas of our website without going through the registration process. Certain areas of the Website are only open to you if you register.

You will notify us as soon as you become aware of any error in any details you have provided. You will be solely responsible for maintaining the secrecy and confidentiality of all your usernames and passwords enabling you to access our services. We will be entitled to assume that anybody who uses your login details has your full authority to do so and accepts no responsibility for misuse or unauthorised access, other than in circumstances where the use has been by employees of NIKUA GROUP PTY LTD or where you have notified us of termination.

SECTION 2 - PAYMENTS

When you are sending money under these Terms and Conditions, it is your responsibility to make sure all the transaction details are accurate before submission. Once a transaction has been submitted it is impossible to change any of its details or call back a transaction that has been sent to the beneficiary. We will provide you with exchange rate, transaction amount and payout amount. We will also generate a

unique transaction identification number and funding instructions. For each transaction, you agree to pay us a transaction fee in addition to the Transaction Amount. Additional charges may apply. You agree to make a total payment for your transaction.

In order for us to collect payment from you, you authorize us to access, charge, or debit funds from, any of the payment instruments you provide us in connection with your use of our service. If your payment fails or is insufficient, you authorize us to re-try one or more times using the same or a different payment instrument.

NIKUA GROUP PTY LTD usually make a small profit from exchange rate margins which can vary daily. The foreign exchange conversion rate shown on our website is the rate applicable for the currency conversion transactions done on that particular day and time. It does not guarantee or represent the foreign exchange conversion rate that will actually be applied on a future date and time.

SECTION 3 – PAYMENT TO THE RECEIVER

NIKUA GROUP PTY LTD will arrange for the delivery of the payment to the receiver in the country of the receiver. Payment will be made by means of cash pick up at one of our authorised agents.

We reserve the right to establish identification and verification requirements for a receiver to receive the funds. You agree and acknowledge we have the right to decline to deliver the payment to the receiver if we cannot verify their identity

7. Cancellation and Refund

NIKUA GROUP PTY LTD may, in its sole and absolute discretion, attempt to cancel your remittance payment if you have informed us that you wish to revoke it. In some cases, we may have initiated an irreversible request and therefore cannot guarantee cancellation will be successful. For successful revocations we will normally refund your money, less any reasonable revocation charges and any fees already charged, within seven business days.

We will consider your written request for a refund (through email), if you provide the sender's full name, address, and phone number, together with the transaction identification number, transaction Amount, and the reason for your refund request.

If we have executed the transaction in accordance with the instructions you have provided to us, and that information proves to have been incorrect, we are not liable for the incorrect execution.

Where we have executed the transaction otherwise than in accordance with your Instruction, we will refund the full amount debited. Unless there are exceptional circumstances, no adjustment will be made for any currency fluctuations which may have occurred between the time you instruct the transaction and the time of credit

Any refunds will be credited back to the same payment instrument used to fund the transaction and in the same currency.

SECTION 4 - COLLECTION OF YOUR INFORMATION

Australian law requires all financial institutions to combat money laundering activities and the funding of terrorism by obtaining, verifying, and recording identifying information about all customers, recipients and beneficiary owners. In accordance with our duties under The AML/CTF Act, AML/CTF Rules and AML/CTF Regulations we may require you to provide us with sufficient personal information to enable us verify your identity. For that we may ask for photographic evidence of your identity such as a copy of your passport, driver's license and other personal identifying document and/or information.

SECTION 5 – DATA PRIVACY POLICY

Any information that you supply to enable us to perform our Services is protected by the Privacy Act 1988. You agree that we may use your personal data for the purposes of performing our service, assessing the risk of performing our service. You should be aware that: If we requested or required by the police or any regulatory or government authority investigating suspected illegal activities, or upon the receipt of a court order, to provide your personal Information and/or information concerning your activities whilst using our website we will proceed in doing so.

SECTION 6 – LIMITATION OF LIABILITY

In no event shall NIKUA GORUP PTY LTD or their respective subsidiaries, officers, agents, partners, or employees be liable for any direct, indirect, incidental, special, consequential or exemplary damages beyond the sum of AUD100.00 (in addition to refunding the transaction amount and transaction fees). We will not be liable for any direct, indirect or consequential loss or damage sustained by the customer arising due to any delay in communicating or performance of any instructions or transactions due to any reason arising on account of circumstances not attributable to us or beyond our control.

SECTION 7 – INTELLECTUAL PROPERTY AND COPYRIGHT

You acknowledge and accept that all of the copyright, database rights and any other intellectual property rights which subsist in the design, layout, processes, functions, data and content of this website are the property of NIKUA GROUP PTY LTD. The website is owned and operated by us. You are authorised solely to view and retain a copy of the pages of this website for your own personal, non-commercial use.

13. Changes to Terms and Conditions

You can review the most current version of the Terms and Conditions at any time at this page. We reserve the right, at our sole discretion, to update, change or replace any part of these Terms of Service by posting updates and changes to our website. It is your responsibility to check our website periodically for changes. Your continued use of or access to our website or the Service following the posting of any changes to these Terms of Service constitutes acceptance of those changes.

14.No Financial Advice

The remittance service provided and information contained in this website does not constitute investment or financial advice, and nothing relating to the provision of the information herein shall be construed as creating a fiduciary, financial or other advisory relationship between NIKUA GROUP PTY LTD and you or any other third party, of any kind.

15. Disclaimer

Occasionally there may be information on our site or in the Service that contains typographical errors, inaccuracies or omissions that may relate to product descriptions, pricing, promotions, offers, product shipping charges, transit times and availability. We reserve the right to correct any errors, inaccuracies or omissions, and to change or update information or cancel orders if any information in the Service or on any related website is inaccurate at any time without prior notice (including after you have submitted your order).

We undertake no obligation to update, amend or clarify information in the Service or on any related website, including without limitation, pricing information, except as required by law. No specified update or refresh date applied in the Service or on any related website, should be taken to indicate that all information in the Service or on any related website has been modified or updated.

16. Jurisdiction

These Terms and Conditions will be governed and construed in accordance with Australian Law and any arising dispute pursuant to these Terms and Conditions will be determined by the courts in Australia.

17. Agreement to Terms and Conditions

By registering with us, you acknowledge that you have read, understood, accept and agree to the terms and conditions of this Agreement. You also confirm that you are able to print or download a copy of this Agreement.