



MONFINA PAYMENTS PTY LTD · MONFINA PTY LTD

Terms of Business

VERSION	DATED	AFSL	AFCA
3.1	2 October 2026	512986	67592

Monfina Payments Pty Ltd (ABN 51 674 639 313 · ACN 674 639 313 · Corporate Authorised Representative No. 001323499 · AUSTRAC AAN 100543863 · RE 64964)

Monfina Pty Ltd (ABN 49 618 270 572 · ACN 618 270 572 · AFSL 512986)

1. About these Terms and contracting entity

1.1 These Terms of Business (**Terms**) govern the Services provided to you (**Client, you or your**) by Monfina Payments Pty Ltd (ABN 51 674 639 313, ACN 674 639 313) (**Monfina Payments, we, us or our**) unless the applicable Service Schedule or other service documentation expressly identifies another entity as the contracting entity for a particular Service.

1.2 Monfina Payments is the customer-facing entity through which the payment, remittance and related Services described in these Terms are offered.

1.3 Where Monfina Payments provides a financial service within the scope of its Corporate Authorised Representative appointment, it provides that financial service on behalf of Monfina Pty Ltd (AFSL 512986) (**Monfina**) and within the scope of Monfina Payments' written authorisation.

1.4 Where Monfina Payments provides a remittance service, it does so in its separate capacity as an AUSTRAC-registered remittance service provider.

1.5 You accept these Terms by signing or electronically accepting them, completing onboarding, or instructing or continuing to accept a Service after these Terms have been made available to you. If you accept on behalf of an entity, you confirm you are authorised to bind that entity.

1.6 In these Terms:

- **AML/CTF Law** means the *Anti-Money Laundering and Counter-Terrorism Financing Act 2006* (Cth) and the rules and regulations made under it.

- **Authorised Person** means a person you have authorised to give Instructions or otherwise act on your behalf in connection with a Service.
 - **Business Day** means a day other than a Saturday, Sunday or public holiday in Sydney, New South Wales.
 - **FSG** means the Financial Services Guide issued by Monfina Payments as a Corporate Authorised Representative of Monfina.
 - **Instruction** means a request or direction you (or an Authorised Person) give us in connection with a Service, including a payment, transfer or foreign exchange instruction.
 - **Loss** means any loss, damage, cost, charge, expense or liability.
 - **Service** means any service described in clause 5 that we provide to you under these Terms and the applicable service documentation.
 - **Service Schedule** means a schedule, product terms or other service-specific document provided to you for a particular Service.
 - **Third-Party Provider** has the meaning given in clause 4.1.
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2. Documents and order of priority

2.1 These Terms should be read together with the applicable Service Schedule, fee schedule and any other service-specific terms provided to you, and with the FSG and our Privacy Policy (together, the **Related Documents**).

2.2 If there is an inconsistency between these Terms and a Service Schedule relating specifically to a Service, the Service Schedule will prevail to the extent of that inconsistency.

2.3 If there is an inconsistency between these Terms and the FSG regarding the financial services Monfina Payments is authorised to provide, the FSG and the conditions of Monfina's AFSL prevail.

3. Regulatory status and separate capacities

3.1 Monfina Pty Ltd holds Australian Financial Services Licence No. 512986, issued by the Australian Securities and Investments Commission (ASIC).

3.2 Monfina Payments is a Corporate Authorised Representative of Monfina (Corporate Authorised Representative No. 001323499). Monfina Payments does not itself hold an Australian Financial Services Licence.

3.3 Monfina Payments is separately registered with AUSTRAC to provide remittance services (AAN 100543863 · RE 64964).

3.4 Monfina Payments' appointment as a Corporate Authorised Representative and its AUSTRAC registration are separate regulatory arrangements. The capacity in which Monfina Payments acts depends on the Service being provided. The Corporate Authorised Representative appointment is not the source of authority to provide remittance services.

3.5 Neither Monfina Payments nor Monfina is a bank or authorised deposit-taking institution (ADI), and neither holds an Australian Credit Licence.

3.6 Unless expressly stated otherwise, any financial product advice we provide is general advice only and does not take into account your objectives, financial situation or needs. Consider whether it is appropriate for you and read the FSG and any applicable disclosure document before deciding.

4. Third-Party Providers

4.1 Depending on the Service, third parties may perform banking, payment processing, foreign exchange execution, funds handling, product issuance, clearing or settlement functions (**Third-Party Providers**).

4.2 Payment connectivity (including NPP, PayID, BPAY, direct debit and domestic payment infrastructure) is provided through technology, banking and Third-Party Provider arrangements. It does not mean that Monfina Payments or Monfina owns or operates the underlying payment scheme or banking infrastructure.

4.3 The applicable service documentation will identify the relevant Third-Party Provider and its role where material to the Service.

4.4 The involvement of a Third-Party Provider does not expand the financial services that Monfina Payments is authorised to provide under its Corporate Authorised Representative appointment.

4.5 Where a financial product is issued by a third-party issuer, the issuer will be identified, and any disclosure document required by law will be provided, before you acquire the product.

5. Services, eligibility and onboarding

5.1 Subject to these Terms and the applicable service documentation, the Services may include remittance, payment connectivity arranged through Third-Party Providers, and foreign exchange services within the scope of Monfina Payments' written authorisation and Monfina's AFSL.

5.2 Services are available to Australian businesses, organisations and individuals subject to eligibility, onboarding and Third-Party Provider requirements. We may classify you as a retail client or wholesale client under the *Corporations Act 2001* (Cth) and will tell you how you have been classified during onboarding.

5.3 A Service will not be activated until onboarding and customer due diligence have been completed, including any requirements of an applicable Third-Party Provider or product issuer. Submitting a website enquiry starts a conversation only and does not open an account or activate a Service.

5.4 You must keep the information you give us accurate and up to date, and tell us promptly of any change (including contact details, Authorised Persons, beneficial ownership or wholesale client status).

6. Customer instructions and authority

6.1 We will act on Instructions given by you or an Authorised Person through the channels we specify or agree to accept.

6.2 We may rely on any Instruction that we reasonably believe has been provided by you or an Authorised Person, unless we know or have reasonable grounds to suspect that it is not genuine or not authorised.

6.3 We may seek additional verification of an Instruction or of the identity or authority of the person giving it before acting on it.

6.4 We may delay, refuse or suspend an Instruction where reasonably necessary because of:

- legal or regulatory requirements;
- fraud concerns;
- sanctions;
- financial-crime controls;
- Third-Party Provider requirements; or
- concerns that the Instruction may be unauthorised, erroneous, unclear or incomplete.

6.5 Instructions are generally irrevocable once we have acted on them or processing has begun. We may set cut-off times, limits and other operational requirements for Instructions.

7. Payment execution and settlement

7.1 Processing and settlement times provided by Monfina Payments are estimates unless expressly stated otherwise.

7.2 Actual processing and settlement may depend on matters outside our control, including banking cut-off times, currency availability, intermediary or correspondent banks, Third-Party Providers, recipient institutions, compliance reviews, public holidays and the destination jurisdiction.

7.3 You are responsible for checking recipient details before confirming an Instruction. Where clearing or settlement functions are performed by a Third-Party Provider, they are performed on the terms disclosed for the Service.

8. Foreign exchange

8.1 Where a Service involves foreign exchange, the applicable service documentation will identify, where relevant, the entity responsible for providing the exchange rate, executing the foreign exchange transaction and acting as counterparty.

8.2 An indicative exchange rate is not binding unless expressly confirmed as a transaction rate.

8.3 Monfina Payments will only provide financial services relating to foreign exchange to the extent those services fall within its written Corporate Authorised Representative authorisation and Monfina's AFSL.

8.4 Settlement of a foreign exchange transaction is conditional on the applicable provider arrangements and on completion of any required funding, documentation and compliance checks.

9. Customer funds and settlement arrangements

9.1 The manner in which funds are received, held, processed and settled depends on the Service and the applicable banking, payment and settlement arrangements.

9.2 Where customer funds are received or held by a bank, Third-Party Provider or other service provider, the applicable service documentation will identify the relevant arrangement where appropriate.

9.3 Where Monfina Payments or Monfina receives money that is required by law to be treated in a particular manner in connection with a financial service, that money will be handled in accordance with applicable legal and regulatory requirements.

9.4 You should refer to the applicable Service Schedule and onboarding documentation for the funds-flow and settlement arrangements applying to your Service.

10. Fees, charges and foreign exchange margins

10.1 Fees and charges for a Service may include transaction fees, service fees, foreign exchange margins or spreads, and applicable third-party charges.

10.2 Where practicable, the applicable fee or the method by which it is calculated will be disclosed before you enter into the relevant transaction.

10.3 Fees may be set out in a fee schedule, Service Schedule or client agreement. Fees are quoted exclusive of GST unless stated otherwise.

10.4 You authorise us to deduct applicable fees and charges from amounts payable in connection with a Service, or to invoice you for them, as disclosed for that Service.

11. Remittance services

11.1 Remittance services are provided by Monfina Payments in its capacity as an AUSTRAC-registered remittance service provider (AAN 100543863 · RE 64964), and not under its Corporate Authorised Representative appointment.

11.2 Remittance terms for a particular corridor or product may be set out in a Service Schedule provided at onboarding.

11.3 No remittance transaction is processed until applicable customer identification, verification, compliance checks and onboarding requirements have been completed.

12. AML/CTF, sanctions and financial crime

12.1 We may request information from you at any time during our relationship, including information concerning:

- identity;
- beneficial ownership;
- source of funds;
- source of wealth;
- transaction purpose;
- counterparties; and
- supporting documentation.

12.2 We may delay, refuse, suspend or cancel a transaction where reasonably necessary to comply with AML/CTF, sanctions, fraud, regulatory or financial-crime requirements.

12.3 We may be legally prohibited from telling you why we have taken action under this clause, or that a report has been made to a regulator or law enforcement agency.

12.4 You must not use the Services in breach of any law, or to transact with a person, or in a jurisdiction, subject to applicable sanctions.

13. Errors, scams, fraud and recalls

13.1 You must promptly notify us if you suspect that a transaction is unauthorised, erroneous, fraudulent or related to a scam.

13.2 Treat unexpected payment requests, pressure tactics and changed or unfamiliar recipient details as potential scam indicators, and verify them independently before giving an Instruction.

13.3 We may assist with a recall or recovery request, but recovery cannot be guaranteed once funds have been transferred to another institution or recipient.

14. Privacy and information sharing

14.1 Personal information is handled in accordance with our Privacy Policy, available at www.monfina.com.au.

14.2 You acknowledge that information may be exchanged between Monfina Payments and Monfina where reasonably necessary to provide or administer the Services, supervise financial services provided under Monfina's AFSL, manage compliance and risk, handle complaints, conduct audits or satisfy legal and regulatory obligations.

14.3 Information may also be disclosed to relevant Third-Party Providers where reasonably necessary to provide or administer a Service, subject to applicable privacy law.

15. Complaints and dispute resolution

15.1 If you have a complaint, contact our Complaints Officer using the details in clause 20. There is no charge for our internal complaints process.

15.2 We will aim to resolve your complaint as promptly as possible and, where a formal IDR response is required, generally within 30 calendar days of receiving your complaint.

15.3 Where your complaint concerns a financial service provided by Monfina Payments as a Corporate Authorised Representative of Monfina, the complaint will be managed under the applicable Internal Dispute Resolution (IDR) arrangements of Monfina as the AFS licensee.

15.4 If you are not satisfied with our response, or your complaint has not been resolved within the applicable IDR timeframe, you may refer your complaint to the Australian Financial Complaints Authority (AFCA), where the complaint falls within AFCA's jurisdiction.

AUSTRALIAN FINANCIAL
COMPLAINTS AUTHORITY (AFCA)

Telephone	1800 931 678
Email	info@afca.org.au
Website	www.afca.org.au
Mail	GPO Box 3, Melbourne VIC 3001
AFCA Membership No.	67592

16. Liability

16.1 Nothing in these Terms excludes, restricts or modifies any guarantee, condition, warranty, right or remedy imposed or conferred by law that cannot lawfully be excluded, restricted or modified.

16.2 Subject to clause 16.1: we are liable only for direct Loss arising directly from our negligence, fraud or wilful default in providing a Service; we are not liable for indirect or consequential Loss, loss of profits, business opportunity or data; and our aggregate liability arising out of these Terms is limited to the fees you paid to us in the 12 months preceding the event giving rise to the claim, except where liability cannot be limited by law.

16.3 We are not liable for Loss caused by your acts or omissions (or those of an Authorised Person); inaccurate, incomplete or fraudulent Instructions; failure, delay or error of a third party outside our reasonable control (including a bank, payment system, Third-Party Provider or intermediary); or an event outside our reasonable control.

16.4 You indemnify us against Loss arising from your breach of these Terms, your fraud or wilful misconduct, or a third-party claim arising from your use of the Services, except to the extent caused by our negligence, fraud or wilful default.

17. Suspension and termination

17.1 We may suspend, restrict or terminate a Service where reasonably necessary because of:

- a legal or regulatory requirement;

- an AML/CTF or sanctions concern;
- a fraud or security risk;
- a breach of these Terms;
- a failure to provide information we require;
- a Third-Party Provider restriction; or
- unacceptable legal, regulatory or operational risk.

17.2 Where reasonably practicable and legally permitted, we will give you notice of any suspension, restriction or termination.

17.3 Either party may terminate these Terms by written notice where no outstanding Instructions require completion, subject to any Service Schedule.

17.4 We are not liable for failure or delay caused by events beyond our reasonable control (for example natural disaster, war, civil unrest or widespread infrastructure outage).

18. Changes to these Terms

18.1 We may amend these Terms where reasonably necessary to reflect changes in law, regulation, the Services, Third-Party Provider arrangements, technology, security requirements or our business operations.

18.2 Where practicable and required by law, we will give you reasonable prior notice of any change that is materially adverse to you, by email, platform notice or posting on www.monfina.com.au.

18.3 If you do not agree to an amendment, you may terminate in accordance with clause 17 before it takes effect.

19. Notices

19.1 Notices to you will be sent to the postal address, email or platform facility in your onboarding records and are taken to be received when sent (email or platform) or two Business Days after posting (mail), unless you show later receipt.

20. Contact details

20.1 **Monfina Payments Pty Ltd:** ABN 51 674 639 313 · ACN 674 639 313 · Corporate Authorised Representative No. 001323499 · AUSTRAC AAN 100543863 · RE 64964 · Level 8, 99 Walker Street, North Sydney NSW 2060 · 1300 907 502 · +61 2 9160 1976 · support@monfina.com.au.

20.2 **Monfina Pty Ltd:** AFSL 512986 · ABN 49 618 270 572 · ACN 618 270 572 · same address.

20.3 **Complaints Officer:** complaints@monfina.com.au. **Privacy Officer:** compliance@monfina.com.au. You can also write to either officer at the postal address above.

21. General and governing law

21.1 These Terms, with the Related Documents, constitute the entire agreement between you and us in relation to their subject matter, and supersede prior agreements on that subject matter.

21.2 If any provision is illegal, invalid or unenforceable, it is severed and the remaining provisions continue.

21.3 A failure or delay in exercising a right is not a waiver.

21.4 Nothing in these Terms creates a partnership or joint venture, and no agency relationship arises except as expressly stated.

21.5 These Terms may be accepted electronically. They are governed by the law of New South Wales, Australia, and the parties submit to the non-exclusive jurisdiction of the courts of New South Wales.