



GLOBIANCE PTY LTD
(Trading as *Globiance*)

ABN 649 576 107

Terms and Conditions of Use

March 2022

DOCUMENT GOVERNANCE	
Owner	Globiance Pty Ltd
Policy Name	Terms and Conditions of Use
Date Adopted	01/03/2022
Date Last Updated	01/03/2022
Version	v01

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TERMS AND CONDITIONS OF USE

1. Please read these Terms and Conditions of Globiance Pty Ltd (hereinafter referred to as the “Terms”) carefully before using the services described herein.
- 1.1 This Agreement is a binding contract between User(s) and Globiance Pty Ltd and governs the use of all services offered by Globiance Pty Ltd.
- 1.2 These Terms apply to Your (hereinafter referred to as the “User(s)” and/or “You” respectively) use of the services provided for by Globiance Pty Ltd, including – but not limited to – services provided for at <https://au.globiance.com/> (hereinafter referred to as the “Globiance Site”), the technology, and the platform associated therewith. The aforementioned being operated and maintained by Globiance Pty Ltd holding ABN registration number **649 576 107** and registered at *Rialto West Podium Mezzanine 2, 525 Collins Street, Melbourne, VIC, 3000* (hereinafter referred to as “Globiance”, “We”, and/or “Us” respectively).
- 1.3 Through the use of services offered by Globiance on the Globiance Site and therein, acknowledgement and acceptance of the Terms as stipulated herein is automatically assumed for both this Agreement, as well as the Globiance Privacy Policy.
- 1.4 The use of Globiance services confirms that You have read these Terms and agree to be bound by them in respect of Globiance and its provided services.
- 1.5 If You do not agree to all of the Terms and Conditions of this Agreement, You are an unauthorised User of Globiance’s services, and are not permitted to the use of the Globiance Site, associated technology, and/or platform services associated therewith.
- 1.6 Globiance reserves the right to amend, modify, add and/or remove portions of these Terms at any time and for any reason it so deems fit.
- 1.7 We urge You to review these Terms periodically for possible amendments which shall be effective and binding immediately upon posting (date of commencement and/or posting can be seen at the end of these Terms).
- 1.8 By accessing the Globiance Site after the posting of updated and/or amended Terms, it is automatically assumed that You acknowledge and agree to the modified Terms.
2. Eligibility
- 2.1 Eligibility for the use of Globiance Services, User(s) must be at least **eighteen (18) years old**.
3. Globiance Services
- 3.1 Your account held with Globiance (hereinafter referred to as your “Globiance Account”) encompasses the following basic Globiance Services:

- i. One (1) or more hosted Digital Currency wallets which allow users to store selected, supported digital currencies, such as Bitcoin and/or Ethereum (hereinafter referred to as "**Digital Currency**"), and to track, transfer, and manage supported Digital Currencies (hereinafter referred to as the "**Hosted Digital Currency Wallet**");
- ii. Digital Currency conversion services through which users can exchange, buy, and sell supported Digital Currencies in transactions with Globiance (hereinafter referred to as the "**Conversion Services**"); and a Digital Currency exchange platform (collectively referred to as the "**Globiance Services**").

3.2 The risk of loss in trading and/or holding Digital Currency can be significant.

3.3 User(s) must carefully consider whether trading and/or holding Digital Currency is suitable in light of the User(s)' individual financial conditions.

4. Registration of a Globiance Account

4.1 In order to use any of the Globiance Services, User(s) must first register by providing their full name, an e-mail address, unique password, and affirming acceptance and acknowledgement of these Terms.

4.2 Globiance may, at Our sole discretion, refuse access and/or establishment of a Globiance Account and/or limit the number of Globiance Accounts that a single User may establish and/or maintain at any time.

5. Identity Verification

5.1 In order to use certain features of the Globiance Services, including certain transfers of Digital Currency, User(s) will be required to provide Globiance with requested personal information – including, but not limited to, the User(s)' full name, physical address, contact number, e-mail address, date of birth, taxpayer identification number, government identification number, and/or information regarding Your bank account (*e.g., financial institution, account type, routing number, and account number*).

5.2 In submitting this and/or any other personal information as may be required, User(s) verify that the information is accurate and authentic and agree to update Globiance if and/or when any information provided changes.

5.3 You hereby authorize Globiance to, directly and/or through third parties make any inquiries considered necessary by Globiance to verify your identity and/or protect against fraud, including to query identity information contained in public reports (*e.g., your name, address, past addresses, and/or date of birth*), to query account information associated with your linked bank account (*e.g., name and/or account balance*), and to take action reasonably deemed necessary by Globiance based on the results of such inquiries and/or reports.

6. Digital Currency Transactions

6.1 Globiance processes supported Digital Currency according to the instructions received from its User(s) and do not guarantee the identity of any User, receiver and/or other party. User(s) are obligated to personally verify all transaction information prior to submitting instructions to Globiance.

6.2 In the event that a Digital Currency Transaction is initiated whereby the recipient's email address does not have an existing Globiance Account, Globiance will email the stipulated recipient address and invite them to open a Globiance Account. If the designated recipient does not open a Globiance Account within **thirty (30) days**, Globiance will automatically forfeit the supported Digital Currency Transaction in question.

- 6.3 Once submitted to a Digital Currency network, a Digital Currency Transaction will be unconfirmed for a period of time pending sufficient confirmation of the transaction by the Digital Currency network. A transaction is not complete while it is in a pending state. Funds associated with transactions that are in a pending state will be designated accordingly and will not be included in your Globiance Account balance and/or be available to conduct transactions.
- 6.4 Globiance may charge network fees (miner fees) to process a Digital Currency Transaction on your behalf.
- 6.5 Globiance will calculate the network fee at its own discretion; although Globiance will always notify User(s) of the network fee(s) at and/or before the time of transaction authorization.

7. Buying Bitcoins and/or other Cryptocurrency from Globiance Account:

- 7.1 All purchases involve digital goods without a fixed value.
- 7.2 With every payment for cryptocurrencies, User(s) agree with the price(s) that Globiance has determined for the purchase.

8. General Terms and Acknowledgments:

- 8.1 User(s) understand that all rates are variable and may change at any time.
- 8.2 User(s) are responsible for entering the correct recipient address.
- 8.3 If User(s) enter an incorrect wallet address, Globiance will not be held responsible for any loss of funds and/or Digital Currencies arising out of said mistake. Globiance will not refund this amount, and the User(s) will not receive the funds and/or cryptocurrency in question. Globiance cannot reverse and/or cancel incorrect transactions which are initiated.
- 8.4 As per Globiance's Policy, User(s) need to make a one-time verification of account details, if this verification has not made, no trade can be conducted on the Globiance Site and related services.
- 8.5 With every buy order, User(s) are required to fulfil the invoiced amount. This amount can be fulfilled with one (1) of Our offered payment methods. The clearing of payment is the User(s) responsibility.
- 8.6 The delivery of User(s) cryptocurrencies takes place by the provision of a coin transaction to the specified coin address. We ensure User(s) that a successful transaction is immediately sent to the corresponding cryptocurrency-network. Globiance, however, has no influence on the speed of the transaction(s). Transaction(s) may take up to twenty-four (24) hours, if a problem arises, User(s) have the right to contact Our support department.
- 8.7 Transactions cannot be undone and/or reversed by User(s).
- 8.8 When an unusual situation takes place, Globiance might hold the User(s) orders until further verification is performed, as is legally obligated.
- 8.9 Upon the rise of suspicion of transactions noticed to be incorrect/credited or debited incorrectly with cryptocurrencies and/or evidence of criminal activities, Globiance reserves the right to suspend such transaction(s) and recover balances. In such cases, the decision taken by Globiance would be final and binding to User(s).
- 8.10 Cryptocurrencies ordered on the Globiance Site cannot be refunded.
- 8.11 Registered User(s) are responsible for saving their own cryptocurrencies. Globiance offers many tips in this regard on the Globiance Site.

8.12 Globiance's crypto balance can be emptied from time-to-time due to large orders of cryptocurrencies, please be patient for the arrival of Your order.

9. Selling Bitcoins and/or other Cryptocurrencies to Globiance

9.1 You can sell digital goods on the Globiance Site and related platforms.

9.2 For each application, Globiance will generate a unique address for Your order. After payment is received, Globiance will carry out the transaction (kindly note that weekend and holidays are excluded but will be fulfilled at Our earliest convenience.

9.3 User(s) must deposit the correct amount of cryptocurrency to the address given by Globiance. Deposit cryptocurrencies within fifteen (15) minutes and the transaction must have at least one (1) confirmation by the blockchain within fifteen (15) minutes. If Globiance does not receive the correct amount within fifteen (15) minutes OR within the confirmation time-limit, Globiance will consider the transaction invalid and will manually recalculate the User(s)' order.

9.4 User(s) agree that no tax is deducted from the sold cryptocurrencies.

9.5 User(s) agree that the cryptocurrencies offered are and/or were legitimately acquired and that the User(s) does not know of any possible illegal activities associated with said cryptocurrencies.

9.6 User(s) agree and confirm to be the owner of the account number and/or any other information provided to be truthful, valid, and correct.

9.7 Globiance is allowed to cancel User(s)' sell orders. In such cases, the cryptocurrencies will be paid back to the provided return address.

9.8 It is the responsibility of the vendor to provide the correct information. Globiance carries trades almost immediately after the cryptocurrencies have been received at the address given by Globiance.

9.9 Transactions are undertaken every business day after payment has been received.

10. Conversion Fees

10.1 Each Conversion Service Transaction is subject to a fee (hereinafter referred to as the "**Conversion Fee**").

10.2 The applicable Conversion Fee is displayed to User(s) on the Globiance Site prior to completing a Conversion Service Transaction.

10.3 Globiance will not process a Conversion Service Transaction if the Conversion Fee and/or any other associated fees, such as wire transfer fees, would exceed the value of the User(s)' transaction.

10.4 Payments using other methods not described below, such as wire (if permitted), are subject to different transaction fees disclosed to User(s) before authorization of the transaction.

10.5 The availability of each Payment Method depends on a number of factors, including – but not limited to – the User(s)' location, identification information provided, and/or limitations imposed by third party payment processors.

11. Fees Structure

Currency	Deposit	Withdraw
BTC	Free	0.001 BTC
ETH	Free	0.01 ETH
BCHABC	Free	0.001 BCHABC
XRP	Free	0.25 XRP
XDC	Free	Free
XDCE	Free	0.20% XDCE
BCHSV	Free	0.001 BCHSV
USDT	Free	3.2 USDT
USDC	Free	0.8 USDC

12. Trading Fees

12.1 Buy Side: 0.50 % On Trade value.

12.2 Sell Side: 0.50 % On Trade value.

13. Anti-Money Laundering

13.1 Globiance is committed to providing User(s) with safe, compliant, and reputable Services. Accordingly, Globiance insists on a comprehensive and thorough Customer Due Diligence process and implementation, as well as the undertaking of ongoing analysis and reporting. This includes monitoring of and/or for suspicious transactions and mandatory reporting to appropriate regulators.

13.2 Globiance needs to retain certain information and documentation on file pursuant to applicable law and its contractual relationships, and Globiance hereby expressly reserves the right to keep such information and documentation for the retention time as stipulated by applicable laws. This will continue to apply even in situations where User(s) terminate their relationship with Globiance and/or abandon the application to have an account opened with Globiance.

13.3 Globiance reserves the right to refuse registration to and/or to bar transactions from and/or to or terminate any relationship with any User for any reason (or for no reason) at any time. *In lieu* of refusing registration, Globiance may perform appropriate Enhanced Customer Due Diligence procedures as prescribed for within its Internal Policies and Procedures in the combat against Money Laundering and Terrorism Financing.

14. Website Accuracy

14.1 Although Globiance intends to provide accurate and timely information on the Globiance Site, the Globiance Site (including, without limitation, the Content) may not always be entirely accurate, complete, or current and may also include technical inaccuracies and/or typographical errors.

14.2 In an effort to continue to provide User(s) with as complete and accurate information as possible, information may be changed and/or updated from time-to-time without notice, including without limitation, information regarding Globiance Policies, products, and services. Accordingly, User(s)

should verify all information before relying on it, and all decisions based on information contained on the Globiance Site are the User(s)' sole responsibility and Globiance shall have no liability for such decisions.

- 14.3 Links to third-party materials (including without limitation, websites) may be provided as a convenience but are not controlled by Globiance. User(s) acknowledge and agree that Globiance will not be held responsible for any aspect(s) of the information, content, or services contained in any third-party materials and/or on any third-party sites accessible or linked to the Globiance Site.

15. Suspension, Termination, and Cancellation

- 15.1 Globiance may: (a) suspend, restrict, and/or terminate User(s)' access to any and/or all of the Globiance Services, and/or (b) deactivate or cancel User(s)' Globiance Account if:

- i. Globiance is required by a court order, and/or binding order of a government authority; or
- ii. Globiance reasonably suspect the User(s) of utilising Globiance Account(s) in connection with a prohibited use and/or business; or
- iii. Use of the User(s)' Globiance Account is subject to any pending litigation, investigation, and/or government proceeding and/or we perceive a heightened risk of legal and/or regulatory non-compliance associated with said Account activity; or
- iv. Globiance service partners are unable to support the User(s)' use; or
- v. User(s) take any action that Globiance deems as circumventing Globiance's controls, including, but not limited to, opening multiple Globiance Accounts and/or abusing promotions which Globiance may offer from time-to-time.
- vi. User(s) breach any of the points mentioned within the Terms and Conditions, and/or the Privacy Policy.

- 15.2 If Globiance suspends or closes User(s) account(s) or terminates User(s) use of Globiance Services for any reason, We will provide said User(s) with notice of Our actions unless a court order and/or other legal process prohibits Globiance from providing the User(s) with such notice.

- 15.3 User(s) acknowledge that Globiance's decision to take certain actions, including limiting access to, suspending, and/or closing User(s)' account(s), may be based on confidential criteria that are essential to Globiance's risk management and security protocols.

- 15.4 User(s) agree that Globiance is under no obligation to disclose the details of its internal risk management and security procedures to User(s).

- 15.5 User(s) will be permitted to transfer Digital Currency and/or funds associated with the User(s)' Hosted Digital Currency Wallet(s) and/or your Currency Wallet(s) for **ninety (90) days** after Account deactivation or cancellation, unless such transfer is otherwise prohibited under the law, including – but not limited to – applicable sanctions programs and regimes.

- 15.6 User(s) may cancel their Globiance Account(s) at any time by withdrawing all balances.

- 15.7 User(s) will not be charged for cancelling Globiance Account(s), although outstanding amounts owed to Globiance will be required to be paid in full.

- 15.8 User(s) authorize Globiance to cancel and/or suspend any pending transactions at the time of cancellation.

16. Relationship of the Parties

- 16.1 Globiance is an independent contractor for all purposes.

- 16.2 Nothing in this Agreement shall be deemed and/or is intended to be deemed, nor shall it cause, User(s) and Globiance to be treated as partners, joint ventures, or otherwise as joint associates for profit, or either you or Globiance to be treated as the agent of the other.

17. No Advice

17.1 Globiance does not provide any investment advice and/or advice on trading techniques, models, algorithms, or any other schemes.

18. No Representations & Warranties by Globiance

18.1 Globiance makes no representations, warranties, and/or guarantees to User(s) of any kind.

18.2 The Globiance Site and services are offered strictly on an as-is, where-is basis and, without limiting the generality of the foregoing, are offered without any representation as to merchantability and/or fitness for any particular purpose.

19. Indemnity

19.1 The Globiance Parties shall not be held liable for any act, omission, error of judgment and/or loss suffered by User(s) in connection with this Agreement.

19.2 User(s) acknowledge and agree to indemnify and hold the Globiance Parties free from and/or against any and all liabilities, obligations, losses, damages, penalties, actions, judgments, suits, costs, expenses, including reasonable attorneys' fees, rights, claims, disbursements and/or actions of any kind and injury (including death) arising out of and/or relating to User(s) use of Globiance and/or Our performance or non-performance of duties.

20. Limitation of Liability

In no event shall Globiance, its Affiliates and/or Service Providers, or any of their respective officers, directors, agents, joint venturers, employees and/or representatives be liable (a) for any amount the value of the supported digital currency on deposit in User(s)' Globiance Account(s), OR (b) for any lost profits or any special, incidental, indirect, intangible, and/or consequential damages, whether based in contract, tort, negligence, strict liability, and/or otherwise, arising out of or in connection with authorised and/or unauthorised use of the Globiance Site or the Globiance Services, or this Agreement. Even if an authorised representative of Globiance has been advised of and/or knew and/or reasonable should have known of the possibility of such damages.

21. Force Majeure

Globiance shall not be liable for any and all delays, failure in performance, or interruption of service(s) which result directly and/or indirectly from any cause or condition beyond Our reasonable control, including – but not limited to – any delay or failure due to any act of God, act of civil or military authorities, act of terrorists, civil disturbance, war, strike or other labour dispute, fire, interruption in telecommunications or Internet services or network provider services, failure of equipment and/or software, other catastrophe or any other occurrence which is beyond Our reasonable control, and shall not affect the validity and enforceability of any remaining provisions.

22. Refunds

22.1 User(s) must always provide accurate and correct information related to themselves and/or the initiated transaction(s).

22.2 Globiance shall not accept any liability for the results of User(s)' own errors.

23. Dispute Resolution

23.1 **The law of the Commonwealth of Australia, shall apply to these Terms.**

23.2 All disputes arising from these Terms will be settled by the negotiations and/or mediation of the involved parties.

23.3 If the dispute(s) resulting from these Terms could not be settled by the negotiations and/or mediation of the involved parties within a reasonable timeframe, the dispute will be solved in the **Victoria, Australia.**

24. Contact Globiance

24.1 If you have any feedback, questions, and/or complaints, please feel free to contact us via our **Customer Support webpage at <https://Globiance.com/support>** , or via **email to support@Globiance.com**

24.2 When you contact Globiance, kindly provide Us with your full name, address, account details, and any other information We may need to identify You, Your Globiance Account, and/or the transaction regarding which You have feedback, questions, and/or complaints.

Date Last Updated: 1st of March 2022 (01/03/2022).
