

Terms of Service

HIGHLIGHTS:

- ZoodPay allows you to pay for your purchase in 3 installments over a period of 60 days - with zero interest & no fees.
- You must be over 18 years old and be the authorised holder of an eligible debit/credit card to apply (see clause 2.4 for eligibility criteria).
- All orders are subject to ZoodPay's approval – for example, if you have any overdue payments, ZoodPay will not be available to you. For more information on assessment and checks, see clause 5.2
- As part of our approval process, we may conduct a pre-authorisation on your nominated card - see clause 5.2(f)
- ZoodPay will automatically try process payment on the scheduled date from your card. If a payment is not processed on the due date, late fees will apply – \$7 of the installment payment amount.
- If you won't be able to pay us on time, please contact us as soon as possible.
- The delivery/quality of goods and all refunds is the responsibility of the seller where you make the purchase.

IMPORTANT INFORMATION REGARDING CARD PRE-AUTHORISATIONS:

As part of our approval process and our assessment as to whether or not you have the capability to fulfil your obligation to make future payments to ZoodPay according to the Payment Schedule, we reserve the right to conduct a pre-authorisation of your Nominated Payment Source. This may involve placing funds in the account linked to your Nominated Payment Source on hold each time you make an online purchase or add a new Card to your ZoodPay Account. For online purchases, we immediately instruct your bank to void this pre-authorisation transaction. No funds are received by ZoodPay during this process. We cannot guarantee the time it takes for your bank to process this action by us and make your funds available.

1. Welcome

We set out below the terms and conditions of your use of, and access to, our Services. Please read these terms and conditions carefully, as they impose rules, obligations and other responsibilities on you in respect of your use of the Services.

1.1 Parties to this Agreement

This Agreement is a contract between you ('you' or 'your') and ZoodPay LLC OrientSwiss Tashkent ('ZoodPay', 'we', 'us', 'our'). It sets out the terms and conditions that apply to your use of our Services. You agree that your acceptance of these terms and conditions, and ongoing use of our Services, shall constitute your acceptance of this Agreement.

If you do not want to be bound by this Agreement, you must not make a purchase using ZoodPay Services.

1.2 Policies incorporated into this Agreement

Before you use any of our Services, you should read this Agreement, as well as ZoodPay's Privacy Policy and any other policy found on the Website/Mobile Application, which are incorporated into this Agreement by reference.

We recommend that you store or print a copy of this Agreement (including all policies) for your records. To the extent of any inconsistency between this Agreement and any incorporated policy, the incorporated policy will prevail.

2. Our relationship

2.1 About us

(a) Our Services allow you to buy (i) goods or services offered by online Sellers including a Sellers in an overseas jurisdiction permitted by ZoodPay, and (ii) Third Party Goods from Third Party Suppliers.

(b) By placing an Order with a Seller and using our Services, you provide us with unconditional and irrevocable consent and direction to pay (or procure an ZoodPay Affiliate to pay) the Seller on your behalf in exchange for your agreement and obligation to repay or pay to us, in accordance with this Agreement the agreed amounts (which may include any applicable taxes, duties or other related amounts charged by the Seller) and on the dates outlined in your Payment Schedule, plus any additional applicable Fees, including Late Fees if you miss a repayment to us on the scheduled date, as set out in clause 3.

(c) By placing an Order through our services for Third Party Goods, you agree to repay or pay to us in accordance with this Agreement the agreed amounts (which may include any applicable taxes or duties or other related amounts charged by the Third Party Supplier) and on the dates outlined in your Payment Schedule, plus any additional applicable Fees, including Late Fees if you miss a repayment to us on the scheduled date as set out in clause 3.

(d) You acknowledge that we do not have any control over, and are not responsible or liable for, the products or services purchased from Sellers paid for with our Services. We cannot ensure that a Seller you are dealing with will complete the transaction.

(e) You acknowledge that we act as agent for the Third Party Suppliers when we process Orders for Third Party Goods. Delivery, fulfilment and customer support for the Third Party Goods will be provided by the Third Party Supplier. You agree to be bound by the terms and conditions of the Third Party Supplier identified to you at the time of purchase. Please review all applicable Third Party Supplier terms and conditions prior to placing your Order for any Third Party Goods.

(f) ZoodPay does not:

- (i) Enter into a partnership, joint venture, agency or employment relationship with you;
- (ii) Guarantee the identity of any Seller;
- (iii) Determine if you are liable for any taxes; or
- (iv) Collect or pay any taxes on your behalf that may arise from your use of our Services.

2.3 No warranty

(a) We do not give any express warranty or guarantee as to the suitability, reliability or availability of our Services, or Third Party Goods.

(b) Except as required by law, we do not guarantee continuous, uninterrupted or secure access to our Services, and we make no representations or warranties regarding the amount of time needed to complete processing of Orders or payment transactions.

2.4 Your eligibility

(a) To be eligible to use our Services you must:

- (i) be an individual who is at least 18 years old;
- (ii) be capable of entering into a legally binding contract;
- (iii) have a valid and verifiable email address and mobile telephone number;
- (iv) provide a valid delivery address;
- (v) have access to a Payment Method, for example by being the holder of a Card; and
- (vi) in connection with your use of our Services, use your real name and true and correct personal details and not use an alias or false identity (even with the consent of the person whose identity you are using) or provide false, inaccurate or misleading personal details.

(b) By entering into this agreement, you represent and warrant that you are eligible to use our Services.

2.5 Transfers or assignments

(a) You cannot transfer or assign any rights you may have under this Agreement without our prior written consent, which must not be unreasonably withheld.

(b) We may transfer or assign this Agreement, and any right under this Agreement, to a third party without notice to you or your consent unless the assignment will detrimentally affect your rights under the Agreement (in which case we will seek your consent prior to assignment, which consent must not be unreasonably withheld). You agree that we may appoint third party collections agencies to collect any amounts owing to us under this Agreement without your consent. For the avoidance of doubt, you acknowledge that no assignment by us to another person of any amount you owe to us will require your consent or notice to you.

3.1 Automatic Payments

(a) An 'Automatic Payment' is a payment, through the Payment Method you have chosen, that we will automatically charge directly to your nominated Card ('Nominated Payment Source') on a one-time or regular basis in agreed upon amounts as outlined in your Payment Schedule. You will have the option to select a preferred Payment Method and Nominated Payment Source when your Order is being created.

(b) Subject to the other terms of this Agreement, You hereby expressly consent to, authorise and instruct ZoodPay to deduct Automatic Payment amounts from your Nominated Payment Source for the amounts and on those scheduled dates set out in your Payment Schedule. You acknowledge that you are giving us the ability to collect or reverse variable payment amounts from or to your Nominated Payment Source, in accordance with your Payment Schedule and the terms of this Agreement.

(c) You are responsible for ensuring that you have sufficient funds in your Nominated Payment Source available to make Automatic Payments on the dates specified in your Payment Schedule. You are liable for any fees or charges imposed by your Nominated Payment Source, except to the extent that such fees or charges arise as a result of our error or system failure. If any fees or charges are imposed as a result

of our error or system failure, please provide us with a copy of the relevant records, and we will reimburse you for the relevant fees or charges.

(d) If an Automatic Payment fails (for example, if your Nominated Payment Source is a credit or debit card which has expired), Late Fees may apply unless you otherwise make the scheduled payment on the relevant due date. You authorise us to satisfy any monetary liability you owe us by: (i) Debiting your Nominated Payment Source at a later time or date; (ii) Debiting any other Card which you have provided details of; (iii) Offsetting the payment amount against any amounts we may owe to you; or (iv) Any other legal means.

Please see clause 3.2 below for more information regarding Late Fees.

3.2 Late Payments

(a) If you fail to pay any amounts according to the Payment Schedule, Late Fees will apply on the payment that is due but not received. For the avoidance of doubt, Late Fees will not be applied until the day immediately following the day that the payment is due.

(b) We may, at our sole discretion, reasonably delay the application of, or waive wholly or partly, any Late Fee. If Late Fees are or may be incurred as a result of ZoodPay's error, please let us know, and we will waive or refund such fees, as relevant.

3.3 Interest

(a) No interest charges are payable by you for the use of our Services.

3.4 No set off

Notwithstanding any other provisions of this Agreement, you must make all payments in accordance with the Payment Schedule and pay all other amounts in full to us under this Agreement without any set-off, withholding or reduction for any reason whatsoever, including any existing or future act, omission or default by us.

4. Refunds

(a) If you decide to return goods to a Seller or Third Party Supplier (as applicable), which have been purchased using our Services, and request a refund, or a return and refund are otherwise accepted by the Seller or Third Party Supplier or permitted by law, you will directly arrange the return with the Seller or Third Party Supplier, ensuring that the goods are returned according to the Seller's or Third Party Supplier's returns policy or other instructions or your rights at law.

(b) It is your responsibility to notify the Seller or Third Party Supplier if you intend to return any goods. The return must be completed within the period specified and in the manner required by the Seller's or Third Party Supplier's returns policy or as otherwise permitted by the Seller or Third Party Supplier.

(c) Unless we are notified by a Seller or Third Party Supplier that a return and refund is in progress, we

will continue to process any Automatic Payments in accordance with the dates set out in your Payment Schedule.

(d) Until such time that the Seller or Third Party Supplier has confirmed the return of the goods and has issued a refund to us for those goods, you will remain liable to us for the full payment of the goods, in accordance with your Payment Schedule.

(e) Once the Seller or Third Party Supplier has issued a refund to us for the goods, we will issue a refund to your Nominated Payment Source (or, if that is not possible, to any other Card that you have provided details of) and/or adjust your Payment Schedule appropriately (including to reduce or cancel any future payments, if necessary). Please note, in the event of partial refunds, refund amounts are taken off the last payment/s first. If the refund is processed to your expired or cancelled card, you will need to obtain the returned funds by contacting your financial institution.

When a Seller issues a refund for a Cross Border Transaction, ZoodPay will use the original retail exchange rate (used at the time the order was placed) to determine the refund amount to apply to your Nominated Payment Source for the relevant goods.

(f) Where you wish to return a product 14 days or more after the product delivery date, we will no longer have any involvement in the product return process (i.e. the Seller will provide any agreed refund directly to you). A longer period will apply where we have agreed a longer period with a Seller or Third Party Supplier where required based on the nature of the goods or services purchase by you.

5. Assessment and checks

5.1 Assessment

(a) We reserve the right to assess, and determine whether to accept or cancel, each Order in accordance with clause 3.1.

5.2 Repayment capability and identity checks

(a) We reserve the right to verify your identity, including if required under the Anti-Money Laundering and Counter-Terrorism Financing Act. Verifying your identity does not mean we will approve your order (see clause 3.1(a) for other variables that are considered).

(b) You agree to provide any information or documentation reasonably requested by ZoodPay, a Seller or a Third Party Supplier to verify your identity in connection with your ZoodPay or Orders.

(c) You authorise us to make, directly or through third parties, any enquiries we consider necessary to verify your identity and assess your capability to make payments according to the Payment Schedule in relation to all Orders made through ZoodPay Services. This may include ordering a credit report, performing other repayment capability checks and verifying information you provide against third party databases.

(d) All information that ZoodPay collects about you or the recipient you nominate for the Third Party Goods, including information collected in connection with the verification of your identity, will be

collected, used and stored in accordance with the ZoodPay Privacy Policy (<https://www.ZoodPay.com.au/privacy/>).

(e) You authorise ZoodPay (or any third parties providing services on behalf of ZoodPay) to disclose to third parties, to the extent required by any applicable laws or regulations, any information in relation to you. In addition, you acknowledge that ZoodPay reserves the right to report any negative activity on your ZoodPay Services (including late payments, missed payments, defaults or chargebacks) to credit reporting agencies.

(f) As part of our approval process and our assessment as to whether or not you have the means to fulfil your obligation to make payments to ZoodPay according to the Payment Schedule, we reserve the right to conduct a pre-authorisation of your Nominated Payment Source. This may involve placing funds in the account linked to your Nominated Payment Source on hold each time you make an online purchase.

For online purchases:

- (i) the pre-authorisation amount will not exceed your first instalment (plus one cent) owed to us for that purchase; and
- (ii) we immediately instruct your bank to void this pre-authorisation transaction.

No funds are received by ZoodPay during the pre-authorisation process.

(g) We cannot guarantee the time it takes for your bank to process both the pre-authorisation transaction and our voiding of that transaction.

6. Our Intellectual Property

(a) Our Website and all content on our Website are the exclusive property of ZoodPay. The information on our Website is for information purposes only and is subject to change without notice.

(b) You must not copy, imitate, modify, alter, amend or use without our prior written consent any URLs representing our Website, or any of our content, logos, graphics, icons or other content published on our Website or in our printed media.

SCHEDULE 1

Late Fee: \$7 Late Fee if a payment is due from you but not received by ZoodPay in accordance with the Payment Schedule.