Damisa

Terms & Conditions

Damisa Account and Foreign Exchange / Crypto Exchange

Issuer	Damisa Technologies Pty Ltd ACN 682 846 966 AFSL 700030
Services covered	Damisa Account; Foreign Exchange; Crypto Exchange
Document sections	Part A: The Damisa Account; Part B: Foreign Exchange and Crypto Exchange; Part C: General Terms

Damisa

These Terms and Conditions (Terms) set out the terms for your Damisa Account and related Services and other important things that you need to know. It includes:

- Part A: The Damisa Account
- Part B: Foreign Exchange and Crypto Exchange
- Part C: General Terms

Part A: The Damisa Account

This Part A governs the terms upon which the Damisa Account may be entered into between you and us.

1. Agreement

By agreeing to establish a Damisa Account you will have access to various Payment Transaction Types and you agree to be bound by Parts A, B and C of this Agreement.

We treat all customers as retail clients for the financial products and financial services we provide under this Agreement. You have the protections applicable to those products and services under Australian law, including applicable disclosure, client money and complaints handling protections. Retail client treatment does not mean that every Crypto Asset or Service is a regulated financial product or financial service.

Our existing Financial Services Guide (FSG), Product Disclosure Statement (PDS) and Target Market Determination (TMD) have been prepared for the relevant Damisa products and are available through our Australian website. The FSG explains our financial services, fees and complaints arrangements; the PDS explains the features, risks, costs and other important information about the relevant products; and the TMD describes the target market and distribution conditions for the product to which it applies. You should read the applicable documents before deciding whether to use the relevant product or service. We will provide or make available these documents as required by Australian law. These Terms do not replace those documents or limit your statutory rights.

2. Introduction

a) To open a Damisa Account, you must sign a Damisa Order Form and complete an online onboarding form (Onboarding Form).

b) You must ensure all responses in the Onboarding Form are accurate, complete and current.

c) We may refuse to provide you with a Damisa Account in our absolute discretion and without providing you with any reasons.

d) You must provide us a list of people authorised to use the Damisa Account and/or enter Transactions on your behalf (each an Authorised User).

e) Crypto Assets and Fiat Currencies can only be added to your Damisa Account by any approved Payment Transaction Type. We will credit your Account with Supported Currencies received upon receipt of cleared and settled funds. We will credit your Account with Supported Crypto Assets as they are received.

f) The Damisa Account can only support our Supported Currencies and Supported Crypto Assets. If funds in another currency are transferred to the Account, we may return funds/Crypto Assets to the sender without incurring any Loss.

g) The Damisa Account is comprised of the Fiat Wallet and Crypto Wallet. The Fiat Wallet enables you to hold and use any Supported Currency on the Damisa Platform. The Crypto Wallet enables you to hold and use any Supported Crypto Assets on the Damisa Platform.

h) We may refuse to accept or may return any payment of money (Fiat) or Crypto Assets to the Damisa Account at our absolute discretion and will not be liable for any Loss you incur as a result of such refusal or return.

i) We may impose limits on the Damisa Account from time to time. These may be published on the Damisa Platform, our website, or otherwise communicated to you from time to time. You must comply with such limits.

3. Authorised Users

a) You must provide us a list of people authorised to use the Damisa Account and/or enter Transactions on your behalf (each an Authorised User).

b) You must immediately notify us when:

i. any new person becomes an Authorised User; or

ii. any existing Authorised User is no longer entitled to be an Authorised User.

c) Upon Damisa receiving such Notice, the change in Authorised User is effective immediately subject to us collecting and verifying identification documents to our satisfaction.

d) All Instructions given and accepted by an Authorised User will be deemed to be Instructions authorised by you and shall be binding upon you.

e) You indemnify and agree to hold Damisa harmless in respect of any loss incurred by an Authorised User entering into any Transaction under this Agreement.

f) You must take reasonable steps to ensure that each Authorised User complies in full with this Agreement.

g) We reserve the right at any time to refuse the appointment or continuation of an Authorised User without reason.

4. Payment Transaction Types and Instructions

a) You may provide us instructions for the following Payment Transaction Types through the Damisa Account via the Damisa Platform:

(incoming)

i. Collect (Receive) payments in Crypto Assets or Fiat Currency from third parties into your Damisa Account ("Collections")

ii. Transfer:

- Crypto Assets from your own external cryptocurrency wallet, or:
- Fiat Currency from your own external Bank Account, into your Damisa Account ("Deposits").

(outgoing)

iii. Pay third parties with Crypto Assets or Fiat Currency from your Damisa Account ("Outgoing Payments")

iv. Transfer Crypto Assets or Fiat Currency from your Damisa Account to your own:

- external cryptocurrency wallet
- external Bank Account ("Outgoing Transfer (Withdrawal)")

b) You will need to provide us with the following instructions through the Account:

i. the Payment Service type;

ii. the specific Damisa Account;

iii. the transaction amount;

iv. the currency/digital asset type;

v. the beneficiary and beneficiary account;

vi. the Payment Reference.

c) We are not obliged to act on any Instruction unless it has been validly submitted. We may also request that you provide us with further information or documentation in respect of any Instruction.

d) You are required to indemnify us for any Loss we incur as a result of any error you make in providing Instructions to us.

5. Collections

a) Through the Damisa Platform, you are able to send a notification to a third party (either another Damisa Account holder or a third party without a Damisa Account) requesting that they make a payment to your Damisa Account ("Payment Request").

b) Funds are credited in the base currency of the Damisa Account (eg, USD, EUR) you select. You receive the exact amount you specify, regardless of how the third party payer chooses to pay (e.g., crypto, local rails, different currencies).

c) Your customer will be charged a payment processing fee and where applicable a fiat currency/crypto asset exchange fee on top of the amount payable to you according to your invoice issued.

d) When making a Payment Request you warrant that you are using this function in good faith for a lawful purpose.

e) We maintain the right to revoke your access to make Payment Requests at any time at our absolute discretion.

6. Payment Transactions

a) If you provide us with Instructions in relation to a Payment Transaction in Fiat Currency or Crypto Assets, we will, through the Damisa Platform or verbally, provide you with details outlining the payment and beneficiary information (Payment Transaction Terms).

b) You must carefully check the Payment Transaction Terms.

c) A Payment Transaction will be undertaken contemporaneously, or immediately following, a Foreign Exchange or Crypto Exchange, as applicable.

d) If you, or an Authorised User, indicate through the Damisa Platform (or by telephone where the Damisa Platform is not available) that you accept the Payment Transaction Terms, then you will be bound by those Terms.

e) We may set minimum and maximum transaction values in relation to Payment Transactions and vary them from time to time. These may be published on the Damisa Platform, our website, or otherwise communicated to you from time to time.

f) We will not process any Payment Transaction unless:

i. you have sufficient cleared funds or Crypto Assets (as relevant) in your Damisa Account;

ii. you have added the third party and their bank account and/or cryptocurrency wallet (as relevant) to your Contact Book and the third party and their wallet is verified by us ("Verified Contacts");

iii. you have linked your external bank account and/or your external cryptocurrency wallet to your Damisa Account and it is verified by us.

g) It is your responsibility to ensure that you provide us with the correct beneficiary bank account and cryptocurrency wallet details. We do not verify the beneficiary account details (although we reserve the right to do so) and will not be responsible for any errors or omissions in the beneficiary bank account details you provide to us in connection with a Payment Transaction.

h) It is your responsibility to ensure that the beneficiary bank account or destination is denominated in or otherwise supports the relevant Supported Currency which is being transferred under the Payment Transaction.

i) If a Payment Transaction is made in a Supported Currency and the beneficiary bank does not accept or otherwise accommodate the Supported Currency, then the beneficiary bank (or other intermediaries) may exchange the Supported Currency to another currency which is compatible with the beneficiary bank account. The exchange may be subject to fees and charges, which will be deducted from the funds received by the beneficiary.

j) We are not responsible for any delays caused by a beneficiary bank in processing a Payment Transaction. We cannot guarantee that the beneficiary bank will make funds available to the beneficiary within any specific timeframe after it receives payment.

k) We are not responsible for any fees or charges imposed by third-party banks, intermediaries or other counterparties which are incurred in connection with a Payment Transaction.

l) We will not be liable for any loss of any funds, delays, damages, failures or errors which arise from a Payment Transaction, unless caused by our negligence, fraud or wilful misconduct.

m) Notwithstanding any other provision of this Agreement, we may, to the extent permitted by applicable law, delay, suspend, refuse to enter into or cancel a Payment Transaction, including after acceptance, where reasonably necessary for legal, regulatory, sanctions, fraud-prevention or operational risk reasons. We will not exclude liability that cannot lawfully be excluded.

7. Recalls

a) You cannot instruct us to cease or reverse a Crypto Payment Transaction once it has been initiated.

b) If you wish to recall a Fiat Payment Transaction which was made in accordance with your Instructions, we will use reasonable endeavours to assist you to recall the payment.

c) You agree to indemnify us for any Loss we incur in relation to any recall request.

d) You acknowledge and agree that we will not be liable in the event that a Fiat Payment Transaction cannot be recalled, including where the beneficiary of the payment is required to provide their consent to the recall and refuses to do so.

e) If funds subject to a Fiat Payment Transaction:

i. are successfully recalled; and

ii. the money returned from the call is not denominated in a Supported Currency, then we may exchange the funds into a Supported Currency. Any fees or charges incurred in exchanging the funds will be deducted from the amounts which are returned to the Account.

8. Reversals

a) We may, without notice, reverse a Fiat Payment Transaction in certain circumstances, including where we reasonably suspect that the Fiat Payment Transaction involves fraud or other suspicious or illegal activities.

b) If a Fiat Payment Transaction is reversed, then we may at our absolute discretion, exchange funds which are subject to the reversal into a Supported Currency if they are denominated in another currency. Any costs or charges which are incurred in administering the currency or exchange will be deducted from the amounts provided to you.

c) You agree to indemnify us for any Loss we incur in relation to any payment reversal or removal of funds.

9. Holding Supported Currencies

a) You can hold Supported Currencies in your Damisa Account.

b) Fiat money received from you and required to be held as client money under the Corporations Act 2001 (Cth) will be held separately from Damisa's own money in a client money account maintained in accordance with applicable requirements, including section 981B and the Corporations Regulations 2001. The permitted account provider and applicable client money treatment depend on the relevant product and legal classification.

c) You waive any right to receive interest in respect of fiat held in your Account. You acknowledge that we are entitled to retain that interest, if any is accrued.

10. Holding Supported Crypto Assets

a) You can hold Supported Crypto Assets in your Damisa Account.

b) Crypto Assets in your Damisa Account will be held by us in a hosted digital asset wallet. These wallets are administered by us and are used to safeguard your Crypto Assets.

c) Crypto Assets we hold on your behalf and on behalf of other customers are generally pooled. However, Damisa's own Crypto Assets are always segregated from customer holdings.

d) You waive any right to receive yield on your Crypto Assets held with us. You acknowledge that we are entitled to retain any yield, if any is earned.

11. Crypto and Fiat Collection Transactions

a) Through the Damisa Platform, you are able to send a notification to a third party (either another Damisa Account holder or a third party without a Damisa Account) requesting that they make a payment to your Damisa Account ("Payment Request").

b) Funds are credited in the currency of the Damisa Account (e.g., USD, EUR) you select. You receive the exact amount you specify, regardless of how the third party payer chooses to pay (e.g., crypto, local rails, different currencies).

c) When making a Payment Request you warrant that you are using this function in good faith for a lawful purpose.

d) We maintain the right to revoke your access to make Payment Requests at any time at our absolute discretion.

Part B: Foreign Exchange and Crypto Exchange

This Part B governs the terms upon which Foreign Exchange and Crypto Exchange may be entered into between you and us.

12. Foreign Exchange Terms

a) We offer a foreign exchange service (Foreign Exchange) where you can exchange one currency to another currency in real time. Foreign Exchange will only be available with Supported Currencies and made in connection with a Payment Transaction that is made immediately following the Foreign Exchange.

b) If you provide us with Instructions in relation to an Foreign Exchange via the Damisa Platform, we provide you with details outlining:

i. the Exchange Rate;

ii. the Damisa Fee you need to pay to us to undertake the Foreign Exchange. This fee is deducted from the payment amount entered on the Damisa Platform;

iii. the funds you will receive from the Foreign Exchange;

iv. the period in which you may accept the Foreign Exchange Terms.

c) If, within the time period we specify, you indicate through the Account that you accept the Foreign Exchange Terms, then you will be bound by these Terms.

d) Unless expressly set out in this Agreement, Foreign Exchange cannot be cancelled or reversed once the Foreign Exchange Terms have been accepted.

e) If Foreign Exchange Terms are not accepted within the time period we have specified, they will lapse and cannot be accepted.

f) Subject to the terms of this Agreement, we will process and settle each Foreign Exchange immediately upon your acceptance of the Foreign Exchange Terms;

g) Notwithstanding any other provision of this Agreement, we may in our absolute discretion, delay, suspend, refuse to enter into, or cancel any Foreign Exchange at any time, including after you have accepted the relevant Foreign Exchange Terms. We do not accept any liability or responsibility for any Loss incurred or suffered by you in connection with such refusal or cancellation.

13. Crypto Exchange Terms

a) We offer a Crypto Asset exchange service (Crypto Exchange) where you can exchange one Supported Crypto Asset for another, a Supported Currency for a Supported Crypto Asset (fiat-to-crypto), or a Supported Crypto Asset for a Supported Currency (crypto-to-fiat), in real time. Crypto Exchange will only be available with Supported Crypto Assets and, where relevant, Supported Currencies and made in connection with a Payment Transaction that is made immediately following the Crypto Exchange.

b) If you provide us with Instructions in relation to a Crypto Exchange via the Damisa Platform, we provide you with details outlining:

i. the Exchange Rate;

ii. the Damisa Fee you need to pay to us to undertake the Crypto Exchange. This fee is deducted from the payment amount entered on the Damisa Platform;

iii. the Fiat Currency or Crypto Assets you will receive from the Crypto Exchange;

c) Crypto Exchange cannot be cancelled or reversed once the Crypto Exchange Terms have been accepted.

d) Subject to the terms of this Agreement, we will process each Crypto Exchange immediately upon your acceptance of the Crypto Exchange Terms;

e) Notwithstanding any other provision of this Agreement, we may in our absolute discretion, delay, suspend, refuse to enter into, or cancel any Crypto Exchange at any time, including after you have accepted the relevant Crypto Exchange Terms. We do not accept any liability or responsibility for any Loss incurred or suffered by you in connection with such refusal or cancellation.

Part C: General

14. Interpretation and definitions

In this Agreement unless the contrary intention appears:

a) Account or Damisa Account means an account held by you with us and accessed through our website.

b) Onboarding Form means the online form submitted by you to establish a Damisa Account.

c) Payment Types means any payment method offered by us from time to time to fund your Damisa Account, and includes bank transfer and cryptocurrency transfers.

d) Claim means any claim, action, proceeding, demand, cost, damage, loss, expense (including reasonable legal costs on a full indemnity basis), liability incurred or suffered by, or brought or made or recovered against any person and however arising (whether or not presently ascertained, immediate, future or contingent).

e) Consequential Loss means any indirect, special, consequential, punitive or exemplary damages, expenses, losses or costs, loss of anticipated or actual revenue or profits, loss of or inability to use equipment, a failure to realise anticipated savings, lost data, down time costs or loss of goodwill.

f) Corporations Act means the Corporations Act 2001 (Cth) as amended from time to time.

g) Crypto Assets means types of virtual currency or other crypto-assets that can only be transferred by means of blockchain technology, including but not limited to digital coins and digital tokens and Stablecoins.

h) Damisa Platform means the application available on the Damisa website https://www.damisa.co, which allows Authorised Users to access and manage their Damisa Services.

i) Fees means the fees and charges payable by you to Damisa as specified in your Damisa Order Form and the Damisa Platform at the time of the transaction.

j) Fiat means the Euro or other sovereign-issued fiat currencies that are recognised as legal tender in the country or territory that issued it.

k) Fiat Currency means any Supported Currency

l) Exchange Rate means, in relation to a Foreign Exchange or Crypto Exchange, the exchange rate quoted to make the Foreign Exchange or Crypto Exchange transaction.

m) Exchange Terms means, in relation to a Foreign Exchange, the terms of the Foreign Exchange as stated in clause 12 of Part B and in relation to a Crypto Exchange, the terms of the Crypto Exchange in clause 13 of Part B.

n) GST means any tax imposed on the supply of goods or services which is imposed or assessed under GST Law.

o) GST Law means A New Tax System (Goods and Services Tax) Act 1999 (Cth).

p) Insolvent means, for a person, being in liquidation or provisional liquidation or under administration, having a controller (as defined in the Corporations Act) or analogous person appointed to any of its property, or being unable to pay debts as and when they fall due or entering into a compromise or arrangement with its members or creditors or any other analogous event.

q) Instruction means any information referred to in clause 4 of Part A.

r) Law means the statutes, regulations and general law of Australia, as varied from time to time.

s) Loss means any damage, loss, cost, charge, expense or liability however arising (including contractual, tortuous, legal, equitable loss or loss pursuant to statute).

t) Payment Transaction means a payment you instruct us to make on your behalf to a third-party account held with another institution or payments we receive either on your request, or which are made to your Account by a third party.

u) Services means the Foreign Exchange, Crypto Exchange, and Payment Transaction Types offered by us in accordance with Parts A and B of this Agreement.

v) Supported Crypto Assets means each cryptocurrency approved by us from time to time that may be used to make a payment from the Damisa Account in a Crypto Exchange or Payment Transaction. The Supported Crypto Assets are presented on the Damisa Platform at the time of making a payment.

w) Supported Currencies means each currency approved by us from time to time that may be used to make a payment from the Damisa Account in a Foreign Exchange, Crypto Exchange or Payment Transaction. The Supported Currencies are presented on the Damisa Platform at the time of making a payment.

x) Transaction means a Foreign Exchange, Crypto Exchange or Payment Transaction, as the context requires.

y) We, us or our means Damisa Technologies Pty Ltd ACN 682 846 966.

15. Exclusions and limitations

a) You acknowledge and agree that we will bear no responsibility:

i. for failing to accept any Transaction or Instruction;

ii. for any Loss you incur from any delay in the transmission or wrongful interception of any Transaction or Instruction through the Account; or

iii. for any Loss you incur as a result of us not receiving any Instruction, whether as a result of any failure or delay of the Account or otherwise.

b) We need not inquire as to the validity of Instructions received from the Account, including whether the person providing Instructions is in fact the person he or she purports to be or whether the person otherwise has authority to provide Instructions in respect of the Account.

16. Transactions

a) We enter into Transactions as principal.

b) You agree that you will enter into Transactions as principal and not as agent on behalf of any other party.

c) Our obligations under this Agreement are solely to you. We do not accept any duties, obligations or responsibility to any other party, regardless of whether we are made aware of such third-parties.

d) Our records as to Transactions entered into with you shall be final and conclusive, absent manifest error.

17. Fees

a) You agree to pay us the Fees for our services as specified in your Damisa Order Form or in the amount presented on the Damisa Platform at the time of submitting a transaction request.

b) Fees payable to Damisa include the:

- Annual Damisa Account Fee
- Damisa Fee for processing transactions
- Exchange Rate for currency and crypto exchanges
- KYC fees for individuals and businesses.

c) The Annual Damisa Account Fee is the amount on your Damisa Order Form and is payable to Damisa annually and in advance, for providing you access to the Damisa Platform. The first payment is payable when you use the Damisa Platform.

d) The Damisa Fee for processing transactions charged at the time of the transaction and is included in the transaction quoted amount.

e) The KYC fees for individuals and businesses are invoiced to you monthly, at the end of each month.

f) The Exchange Rate is a percentage of the transaction value and is added to the amount to be transferred.

g) You agree to pay, or reimburse us if we pay on your behalf, any taxes, duties, charges or expenses which are imposed on or otherwise payable in relation to each Transaction.

18. GST

a) Damisa does not charge Goods and Services Tax (GST) on any of our products or services. All prices listed are final and inclusive of any applicable taxes, unless otherwise stated.

b) Please note that you may be responsible for any additional taxes or duties imposed by local authorities in jurisdictions where you conduct business.

19. Tax responsibilities

a) We are not responsible for calculating, withholding, reporting, or paying any taxes that may apply to your use of our services or to transactions involving crypto assets or supported currencies. You are solely responsible for determining and meeting any tax obligations that may arise, including income tax, capital gains tax, GST, or any other duties or levies imposed by domestic or international authorities.

b) You should seek independent tax, legal, or financial advice to ensure compliance with your tax obligations.

20. Services

a) Services are provided on an execution-only basis. You are responsible for any Instructions you provide to us.

b) Our Services are provided on a general basis and without any recommendation as to whether they are appropriate or suitable to you. You acknowledge and agree that you bear the sole risk and responsibility in relation to any Transactions entered into by you under this Agreement.

21. AML/CTF LAWS

We are subject to the Anti-Money Laundering and Counter-Terrorism Financing Act 2006 (Cth) and the rules made under it (AML/CTF Laws) in relation to the designated services we provide. Our AUSTRAC enrolment and applicable registration details are: AUSTRAC registration AAN 100886994, subject to the designated services registered at the relevant time. AUSTRAC registration is not an endorsement of our business or a guarantee of the safety of your money or Crypto Assets.

Our obligations under the AML/CTF Laws include applicable customer due diligence, beneficial ownership identification and verification, ongoing monitoring, record keeping and reporting to AUSTRAC. We may request information about your identity, beneficial owners, source of funds or wealth, the purpose of a Transaction and counterparties where required to meet those obligations. We may be prohibited by law from disclosing that a report has been made or the reasons for a particular action.

a) You acknowledge and agree to provide all reasonable assistance to us in complying with our obligations under the AML/CTF Laws, including by providing us with information or documentation requested in relation to Transactions, External Transfers or other activities undertaken on your Account.

b) The ongoing provision of Services is subject to your compliance with AML/CTF Laws.

c) We may place a hold or suspend your Account if:

i. you decline to provide the information and assistance required by clause 21(a) or do not provide it in a timely manner;

ii. you notify us that your Account has been subject to unauthorised access or has otherwise been compromised;

iii. you breach or we reasonably believe you have breached these Terms; or

iv. we consider that your use of the Services may violate any AML/CTF Laws.

d) The period of any hold or suspension will be determined by us in our absolute discretion.

e) We will not be liable for any Loss you incur as a result of any hold or suspension imposed on your Account.

22. Termination

a) Each party may terminate this Agreement upon providing notice to the other party.

b) Termination of this Agreement does not affect any obligations incurred on or prior to the date of termination.

c) Clauses 21, 23 and 24 of Part C of the Agreement are continuing obligations and will survive the termination of this Agreement.

23. Privacy

We will collect, handle and use your personal information in accordance with our Privacy Policy, which is available upon request. Our Privacy Policy contains important information about the purposes for which we collect personal information, the entities to which we may disclose the information we collect (including any overseas disclosures that we may make), how you can access and seek correction of the personal information we hold about you or how you can make a complaint about our handling of your personal information.

24. Warranties

a) You represent and warrant to us that:

i. you are capable of assessing the merits of and understand and accept the risks and terms and conditions of any Transaction;

ii. you will not enter into any Transaction for an unlawful, fraudulent or improper purpose;

iii. you will not use the Services for trading or speculative purposes;

iv. you are not relying on any communication (whether written or oral) made by or on behalf of us as investment advice or as a recommendation to enter into a Transaction;

v. you are not Insolvent;

vi. you have the capacity and authority to enter into and be bound by the terms of this Agreement; and

vii. your entry into or performance of your obligations under this Agreement will not infringe any Laws or agreements to which you are a party.

b) You repeat the warranties in clause 24(a) each day during the period in which we provide the Services.

c) To the maximum extent permitted by law, we do not give any express warranty in relation to the Services, including that they will be suitable, of merchantable quality or fit for any particular purpose.

d) We do not give any implied warranties in relation to the Services, except for those implied under law which cannot be excluded by contract.

25. Liability

a) To the maximum extent permitted by Law, our aggregate liability to you for any and all Claims arising under or in connection with this Agreement, whether caused by or related to a breach of contract, statute, tort (including negligence) or otherwise, will not exceed an amount equal to:

i. where the Claim is caused by our negligence, $50,000 (AUD); and

ii. otherwise, the Fees paid by you to us in respect of the Services in the preceding 12 month period.

b) For the purposes of clause 25(a)(ii), where the Claim arises within 12 months, the Fees paid in the period leading up to the date of the Claim will be adjusted pro-rata to a 12-month period, as applicable.

c) Subject to clause 25(d), in no event will we be liable to you in any circumstance for any Consequential Loss you suffer or are otherwise entitled to in relation to any Claim you may have against us under or in connection with this Agreement.

d) Notwithstanding any other provision of this Agreement, no exclusion or limitation of liability in this Agreement applies to liability arising from our fraud or wilful misconduct, or to any liability, right or remedy that cannot lawfully be excluded, restricted or modified. Nothing in this Agreement limits your right to make a complaint to AFCA or AFCA's powers under its Rules and applicable law.

26. Miscellaneous

a) This Agreement is governed by the laws in force in New South Wales and the parties submit to the non-exclusive jurisdiction of the courts in that jurisdiction.

b) We can unliterally vary the terms of this Agreement by providing you with 30 days' notice of the variation. The variation may come into effect after the notice period expires or at a later date specified in the notice. You agree to any variation by continuing to use the Services the date the variation takes effect.

c) If any term in this Agreement is unenforceable, illegal or void then it is severed from this Agreement and the rest of the Agreement remains in full force.

d) We may provide you with notice in relation to this Agreement electronically, which includes emailing you, publishing a notification on our Damisa Platform or website or by posting a written notice to your registered address. You will be deemed to have received the notice at the same time we post or send the communication. You may provide us with notice in relation to this Agreement by emailing us at hello@damisa.co.

27. Complaints and dispute resolution

a) If you have a complaint about our Services, please contact us at hello@damisa.co, through the Damisa Platform or using the other contact methods set out in our FSG and complaints handling policy. Our internal dispute resolution process is free of charge. We will acknowledge your complaint promptly and aim to resolve it as soon as possible.

b) For standard complaints, we will generally provide a written response within 30 calendar days after receiving your complaint, in accordance with applicable internal dispute resolution requirements. If an exception permits a longer response time, we will explain the delay, give you information about your right to complain to AFCA and provide AFCA's contact details as required.

c) If you are dissatisfied with our response, or we have not resolved your complaint within the applicable timeframe, you may refer it to the Australian Financial Complaints Authority (AFCA), which provides free and independent dispute resolution for complaints within its jurisdiction. You can contact AFCA at www.afca.org.au, by email at info@afca.org.au, by telephone on 1800 931 678 (within Australia), or by post to Australian Financial Complaints Authority, GPO Box 3, Melbourne VIC 3001. AFCA's Rules, eligibility criteria and time limits apply.