TERMS AND CONDITIONS

BEO-EXPORT

1) Unless necessarily inconsistent with the context:
   a) "Product Disclosure Statement" means the product disclosure statement in relation to the Money Transfer Service available at our offices and/or accessible at www.beoexport.com.au, as amended from time to time.
   b) "Overseas Representative" means An Overseas Bank or associate of ours which is located outside Australia.
   c) "Overseas Bank" means A bank that is a registered bank in a country other than Australia
   d) "The Money Transfer Service" means the money transfer service described in the Product Disclosure Statement.
   e) "Transfer" means the service of converting your money into foreign currency and sending it to your designated receiver
   f) "Receiver" means the person to whom you instruct us to make payment
   g) "We", "Us" or "Our" means BEO-Export Australia Pty Ltd.
   h) "You" means person named in the application as the sender.
2) You acknowledge that any recommendation or statement of opinion we have made that has influenced you to use the Money Transfer Service has not been made taking into account your personal objectives, financial situation or needs.
3) We only accept payment by you in the form of:
   a) cash;
   b) credit cards
   c) cheque made payable to BEO-Export Australia Pty Ltd;
   d) money order made payable to BEO-Export Australia Pty Ltd;
   e) electronic deposit into one of our Australian bank accounts
4) You authorise us to deduct our fees from the money you have paid us before we transfer the money to the recipient. Our fees are listed in Appendix 1 of the Product Disclosure Statement. You agree all fees and charges received by us as described in the Product Disclosure Statement and Financial Services Guide (other than third party fees and charges) are a benefit given to us by you, in exchange for the price quoting and money remittance services provided by BEO-Export Australia Pty Ltd. You understand that we do not charge volume-based or asset-based fees for any advice we provide. You understand, consent to, authorise and direct us to charge you in this way.
5) We will transfer your money to an Overseas Representative typically within 48 hours of receiving the money from you, or if you are paying by cheque within 48 hours of the cheque being cleared. You agree that we may transfer the money to any Overseas Bank.
6) When the money is ready for collection by the Receiver, we (or our Overseas Representative) will contact the Receiver to verify their identity. If the identity of the Receiver is verified, we (or our Overseas Representative) will pay the money to the Receiver. On your request, we will notify you when the Receiver collects the money from the Overseas Representative.
7) Payments will only be made to the Receiver by:
   a) the Receiver collecting the transferred money from:
      i. an Overseas Representative;
      ii. a post office;
   b) a direct transfer to the Receiver's bank account using a telegraphic transfer service.
8) If you ask us to make payment to the receiver by the method in clause 7(b):
   a) an overseas bank imposes a penalty as a result, we may deduct the penalty from the sum to be paid to the receiver;
   b) we take no responsibility for the money after it has been paid into the account specified by you.
9) Payments to the receiver will be made in Euros unless otherwise requested by you. Any payment in Euros will be rounded down to the nearest multiple of five.
10) Any request for payment to be made to the receiver in a currency other than Euros is subject to our consent. If you request payment in a currency other than Euros and we agree to your request, the money will be exchanged into Euros before being exchanged into the requested currency.
11) We will transfer your money at the Westpac Bank Foreign Exchange Rate, at the time we receive cleared funds from you. There is a difference between the rates that we offer to you and the rates at which we actually exchange money, which are offered or available to us at wholesale rates. We earn revenue from the difference between these rates, as explained in the Product Disclosure Statement.
12) We are not responsible for the loss or delay of your money in reaching its recipient after it has been paid to us if such loss or delay is caused by events beyond our control, including, but not limited to delays in transmission of funds for any reason, natural disaster, war, terrorist acts or acts of a sovereign state.
13) Subject to clause 12, our liability to you in relation to losses arising from the Money Transfer Service is limited to the amount of revenue we generate from the Transfer, to the extent permitted by law.
14) You indemnify us and hold us harmless from and against any loss, damage, cost, claim or liability (including indirect and consequential losses such as loss of profits) incurred by us:
   a) arising from or as a result of you breaching these terms and conditions;
   b) arising from or as a result of any misdescription or error in the application;
   c) arising from or as a result of payment to a person whom we reasonably believe to be the receiver;
   d) in relation to the person you have nominated as the receiver of the transfer; or
   e) arising from or as a result of us cancelling a transfer pursuant to your instructions.
   f) arising from or as a result of us performing our obligations under these terms and conditions; or
   g) arising from us complying with our legal rights or obligations under these terms and conditions.
15) Clauses 13 and 14 survive beyond the termination of this contract.
16) We may delay, block or refuse to make a transfer or payment if we believe on reasonable grounds that making the payment may breach any law in Australia or any other country. We will incur no liability if we do so.
17) We can act upon the authority in the application form to make payment to the receiver without reservation. The receiver can collect payment even if, after you make payment to us, you direct us not to make a payment to the receiver.
18) We will collect, hold, use and disclose personal information about you in accordance with the requirements of the Privacy Act 1988 (Cth) and our Privacy Policy, which can be accessed on our website www.beoexport.com.au.
19) Unless you have disclosed to us that you are acting in a trustee capacity or on behalf of another party, you warrant that you are acting on your own behalf when purchasing this product from us.
20) When you use our Money Transfer Service, you are promising that the payment of money to the receiver will not breach any law in Australia or any other country.
21) If you cancel a transfer after paying your money to us and before the money has been transferred, we will charge you fees as listed in Appendix 1 of the Product Disclosure Statement. These fees will be deducted from your money before returning it to you.
22) If you cancel a transfer after paying your money to us and after the money has been transferred, we and our representative will charge you fees as listed in Appendix 1 of the Product Disclosure Statement current at the time of you completing this application form. Subject to clause 17, our money will not be returned to you until we receive it from our representative and our fees and the representative's fees have been deducted from it.
23) This contract is governed by the law of New South Wales and is subject to the jurisdiction of Courts of that State.
24) When we accept your money, you immediately receive a reciprocal obligation from us to pay the receiver an amount of money in the relevant currency and in the relevant manner. Your payment is not "client money", but rather has purchased that reciprocal obligation. The obligation imposed on BEO-Export Australia Pty Ltd to pay that amount is discharged when the receiver collects the money in accordance with clause 7.

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