



Azupay Product Disclosure Statement - PayOut

August 20 2025

Table of Contents

| | | |
|-----|---|---|
| 1 | PRODUCT DISCLOSURE STATEMENT | 2 |
| 1.1 | Important Information about this document | 2 |
| 1.2 | Services only in Australia | 2 |
| 1.3 | Updates to information | 2 |
| 1.4 | Other information | 2 |
| 1.5 | Contact details | 2 |
| 2 | ABOUT AZUPAY | 3 |
| 3 | THE PRODUCT..... | 3 |
| 4 | BENEFITS..... | 4 |
| 5 | RISKS | 4 |
| 6 | MASTER SERVICES OR STANDARD AGREEMENT | 4 |
| 7 | FEES AND CHARGES | 5 |
| 8 | COMPLAINTS..... | 5 |
| 9 | PRIVACY | 5 |
| 10 | GLOSSARY..... | 6 |

1 PRODUCT DISCLOSURE STATEMENT

1.1 Important Information about this document

This Product Disclosure Statement (**PDS**) is issued by Azupay Trading Pty Ltd (ABN 88 635 093 248), AFSL No. 537645 (**Azupay, our, we or us**) and relates to any use of the Services by you (**you, your or Merchant**). It is an important document that you should read carefully before making a decision to use our Services.

You can download a PDF copy of this PDS, from the Azupay website at www.azupay.com.au or request us to send you a PDF copy free of charge by contacting us using the contact information set out at clause 1.5.

The information set out in this document is general information only. It has been prepared without taking into account your particular needs, objectives, or financial situation. You should seek independent expert advice to help you decide whether the Services are appropriate for your particular financial objectives, needs and circumstances.

1.2 Services only in Australia

The Services in this PDS are available only to you as the end user receiving this PDS (electronically or otherwise) holding an Australian bank account. This PDS does not constitute an offer or recommendation in any jurisdiction where, or to any person to whom, it would be unlawful to make such an offer.

1.3 Updates to information

The information in this PDS is up to date at the time of preparation. Certain information in this PDS may change from time to time. Changes will be published on our online on our website at www.azupay.com.au/terms/product-disclosure-statement.

You can ask us to provide you with a copy of any updated information by emailing us at support@azupay.com.au. We will provide a paper copy or an electronic copy to you free of charge if requested by you using the contact information set out below.

No Cooling-Off Period

No cooling-off period applies to the products covered by this PDS.

1.4 Other information

Other information that may relate to our services can be requested using our contact details below. We will arrange to provide you with the information you request as soon as we can. There may be a fee for postage or photocopying should you request information in hardcopy form.

1.5 Contact details

Azupay Trading Pty Ltd (ABN 88 635 093 248), AFSL No. 537645

Address: Level 5, 320 Pitt St, Sydney,
NSW 2000

Website: www.azupay.com.au

Email: support@azupay.com.au

2 ABOUT AZUPAY

Azupay is a financial services business which can provide you with general advice on, and issue, non-cash payment products.

The financial product we provide you is the Azupay PayOut product (**PayOut Product**). The PayOut Product is a stored value non-cash payment facility which enables merchants to hold funds with us and uses the New Payments Platform (**NPP**) to provide merchants with an ability to make payments from those stored funds, including to employees, suppliers or customers (**Third Parties**).

We are the issuer of the PayOut Product.

Azupay acts as principal when providing you with the PayOut Product. Azupay holds Australian Financial Services Licence number AFSL No. 537645.

Azupay is also registered with Australian Transaction Reports and Analysis Centre ("AUSTRAC") as a Remittance Service Provider.

3 THE PRODUCT

Azupay's PayOut Product enables you, as the Merchant, to make instant and efficient disbursement of payments from funds we hold on your behalf to pay funds to Third Parties into their bank account in real time. See: <https://azupay.com.au/payout/>

The key features of the PayOut Product are described below:

- Azupay is sponsored by Cuscal Limited ABN 95 087 822 455 (**Cuscal**), an authorised deposit taking institution (**ADI**) under the Banking Act 1959 (Cth), to access the NPP as an Identified Institution (NPP payouts, PayID delivery and NPP receivable payments).
- All payments are cleared and settled by Cuscal under to its ADI authorisation and related contractual arrangements with Azupay.
- The PPF is a purchased payment facility for the purposes of section 9(1) of the Payment Systems (Regulation) Act 1998 (Cth).
- Azupay has outsourced the holding of stored value to Cuscal such that it is the holder of stored value in respect of the PPF for the purposes of section 9(2) of the Payment Systems (Regulation) Act 1998 (Cth).
- Azupay is not a bank and does not offer banking services, and the PayOut Product is not a bank account – it is a stored value product. This means that while we hold funds on your behalf, not in the same way, or subject to the same regulation, as a bank account
- Through the PayOut Product, funds are paid by you as the Merchant, from the stored value we hold on your behalf, and received by Third Parties in accordance with your instructions when such funds are settled by the Acquiring Institution (the Third Party's bank).
- Azupay holds client funds on trust separately from its corporate funds in an account managed by Cuscal. Azupay may earn interest (payable to it by Cuscal) in respect of any amounts held in this account.
- Cuscal does not provide bank accounts to Merchants or their customers and does not have any contractual relationship with Merchants or their customers.

4 BENEFITS

The PayOut Product aims to streamline payments and reduce the costs associated with legacy payments platforms and processes. The benefits of the PayOut Product include:

- **Operational efficiency:** receiving and sending payments is simple and easy to do.
- **Improved customer experience:** With Azupay's simple APIs transactions can be fully automated by Merchant systems when they are seeking to make real-time payments to Third Parties at scale and on demand.
- **Control:** More control and visibility over your recurring payments.
- **More Affordable:** Eliminate transaction surcharges, reduce your cost of purchase and pay a low, flat per-transaction fee, not a percentage of your purchase.
- **Real-Time Settlement:** Pay your funds in real-time, transactions settle 24/7, 365 days a year and know the recipient will recognise funds immediately.
- **Secure:** All PayOut transactions are pre-validated through Azupay's security processes, with real-time monitoring to help identify & detect unusual or suspicious activity.
- **Holding of funds:** conveniently hold funds in a dedicated settlement account able to store funds, maintain simple reconciliation and initiate real time payments with ability to sweep funds to main corporate accounts either daily or as needed.

5 RISKS

The Risk of the PayOut product include:

- **Fraud:** While our solutions remove many opportunities for fraud by ensuring you are authenticated before confirming payments, fraud may occur if you approve a payment you did not intend, such as if you are subject to a scam. It is your responsibility to check details of the payments you make. If you approve a payment you did not intend it may not be possible to return these funds to you.
- **Payment network risk:** There is a risk that the payment partners and payment network that Azupay uses to provide the PayOut Product may be unavailable for a period of time. This means you may not be able to make payment via PayOut for a period of time while the payment partners or payment network is interrupted.
- **Counterparty default risk:** There is a risk that a person with whom Azupay has a contract in relation to the provision of the PayOut Product (such as payment partners and payment networks) may fail to meet their contractual obligations. If this happens, you may not be able to make payment via the PayOut Product as designed, and this could result in loss.
- **Liability:** You will be liable for any mistaken or unauthorised payments and you should take proper precautions to protect your password and/or security details.
- **Suspension/reversal of transactions and suspension/termination of your account:** We have the right to suspend or reverse certain transactions or suspend access to PayOut Product for a range of reasons. We may do this where we suspect criminal or illegal behaviour, or other regulatory reasons.
- **Banking regulation:** The funds are not covered by the Financial Claims Scheme.

6 MASTER SERVICES OR STANDARD AGREEMENT

Azupay has entered into a Master Services Agreements (or where applicable, a Standard Agreement) with you for the provision of the PayOut Product. You and any other Merchants

who enter into an MSA or Standard Agreement with us, must undertake an onboarding process and integrate your system with our API to enable payments via PayOut.

We recommend that you consider seeking independent legal advice before entering into an agreement with us for the provision of the PayOut Product, as the terms and conditions are important and affect your dealings with us.

7 FEES AND CHARGES

Our fees and charges are charged to you as the Merchant making the payment, not to Third Parties (i.e. your customers, suppliers or employees) who receive the funds, and are defined in either a Master Services Agreement or our Terms & Conditions we have with you. Some information about the fees charged to you are outlined below. For further details, refer to the Master Services Agreement, or the pricing section of Our Application form.

| Product | Payment timing | Amount (ex. GST) |
|--|---|------------------------------|
| Certain Returns, Failures, Dishonours | Monthly in arrears, direct debited from a nominated bank account. | Up to \$50 per instance |
| PayOut | Monthly in arrears, direct debited from a nominated bank account. | Up to \$0.60 per transaction |

8 COMPLAINTS

If you would like to make a complaint regarding the PayOut Product, please contact our Customer Support team at support@azupay.com.au

Azupay is a member of an independent dispute resolution scheme, the Australian Financial Complaints Authority (**AFCA**). In the event that your complaint cannot be resolved following our internal complaints procedure, you can escalate the matter to AFCA. Their contact details are as follows:

Australian Financial Complaints Authority:

- **Mail:** Australian Financial Complaints Authority, GPO Box 3, Melbourne VIC 3001
- **Phone:** 1800 931 678 (toll free in Australia)
- **Email:** info@afca.org.au
- **Website:** www.afca.org.au

9 PRIVACY

Azupay is committed to protecting your privacy. The information you provide to Azupay, and any other information provided by you in connection with the PayOut Product will primarily be used for providing you with the PayOut Product and for complying with certain laws and regulations.

Our privacy policy is available on our website at <https://www.azupay.com.au/privacy-policy/>. It includes information such as:

- how we collect, hold, use and disclose your personal information; and
- your rights and choices regarding the right to correct, amend or delete your personal information.

10 GLOSSARY

- **ADI** means an authorised deposit-taking institution as defined in the Banking Act 1959 (Cth).
- **Cuscal** means Cuscal Limited ABN 95 087 822 455
- **NPP** means the New Payments Platform which is an open infrastructure platform which facilitates fast payments in Australia.
- **Product Disclosure Statement** or **PDS** means this document, as amended or replaced from time to time.
- **Merchant** means the legal entity (including any sole trader, partnership, company, or trust) that has entered into a Services Agreement with Azupay.