



ABN. 40 103 924 554

AUSex Card Specific Terms and Conditions – Retailers, Suppliers & Employers

These AUSex Card Terms of Services apply if you elect to offer the AUSex Card product system and service for the making and collection of payments for products and services to your Customers via AUSex Card. The AUSex Card Product and Services are made available to you by Australian Express Card Pty Ltd ABN. 40 103 924 554 (AUSex Card), and include AUSex Card Purple Pages, and in these AUSex Card Terms of Services your Customers that use the AUSex Card Product and Services are referred to as "AUSex Card Members".

1. Use of AUSex Card Product and Services

If you offer the AUSex Card Product and Services to your Customers, you will not require a minimum or maximum purchase amount with respect to the AUSex Card Customers' use of the AUSex Card Product and Services.

2. Products and Services

You acknowledge that AUSex Card may not provide the AUSex Card Product and Services with respect to any transaction which is prohibited by applicable Laws or violates AUSex Card's internal policies, or which will result in AUSex Card being considered to have breached any applicable Laws. Accordingly, you must not sell products or services through the AUSex Card Product and Services that contain articles prohibited or restricted from being sold to AUSex Card Members under any applicable Laws, including, without limitation, the products and services prohibited by AUSex Card. Please contact us for more information about products and services prohibited by AUSex Card in addition and reference to the list contained below.

You must provide AUSex Card with information about your products and services as may be reasonably requested by AUSex Card from time to time, and you must ensure that no transaction submitted through the AUSex Card Product and Services is for the purchase of any item prohibited by AUSex Card or local, state and international governmental law. AUSex Card will have the right to refuse to provide the AUSex Card Product and Services with respect to any such transaction. To the best of your knowledge, the products or services that you sell do not infringe upon any third party's rights and interests, including, without limitation, intellectual property rights and proprietary rights. If you become aware that any of your products or services infringes upon any third party's rights and interests, you must notify AUSex Card and immediately cease selling such products or services. If you continue to sell infringing goods or services, AUSex Card may immediately terminate provision of the AUSex Card Product and Services to you.



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3. AUSex Card intellectual property; brand and logo; publicity

AUSex Card owns all rights in and to the AUSex Card Product and Services, including, without limitation, the information described on the AUSex Card website. Except as expressly stated to the contrary, nothing in these AUSex Card Terms of Product provision and Service grants, or may be construed to grant, to you any license, ownership or other rights of any kind in any AUSex Card content, technology or intellectual property.

You must display the brand or logo of AUSex Card during checkout for the sale of products or services in parity with other payment methods. You may not use AUSex Card's logo or proprietary content for any purpose other than to indicate your acceptance of AUSex Card as a form of payment, unless otherwise authorized by AUSex Card. You must present a truthful description of the AUSex Card Product and Services in accordance with AUSex Card's guidance, and direct AUSex Card Members to access the AUSex Card Product and Services using their AUSex Card online procedure or an AUSex Card local branch office to make the relevant payments.

You may not issue any press release or make any public announcement pertaining to AUSex Card or the AUSex Card Product and Services without the prior written consent of AUSex Card.

4. Business purposes

You may only use the AUSex Card Product and Services for your own account and with respect to the products and/or services that you have told AUSex Card about.

5. Modification of AUSex Card Product and Services

AUSex Card may modify the AUSex Card Product and Services from time to time and require you to take steps to reduce the risk of unauthorized Transactions.

6. AUSex Card Member complaints; disputes

You are solely liable for any complaints by AUSex Card Members regarding your products and/or services. In the event that AUSex Card becomes aware of complaints by an AUSex Card Member, you will work in good faith to resolve such complaint.



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If an AUSex Card Member refuses to pay for a product or service on the basis that there has been an unauthorized Transaction, you must provide documentary evidence, as requested by AUSex Card, that you have properly delivered the products or provided the services in accordance with such underlying transaction order. Such evidence may include, but is not limited to logistics certificates, shipping certificates, receipts, addresses, name and contact information of the recipient; as well as product names and prices. Based upon the provided evidence, AUSex Card will determine whether you have sufficiently demonstrated that you properly delivered the products or provided the services.

7. AML requirements

AUSex Card is subject to anti-money laundering, countering the financing of terrorism and sanctions (“AML”) laws and regulations. In accordance with its AML and anti-fraud practices, AUSex Card may reject or suspend suspicious transactions and payments, restrict individuals involved in suspicious transactions from using the AUSex Card Product and Services, and impose other reasonable limitations and controls on your and AUSex Card Members’ use of the AUSex Card Product and Service sufficient to meet AUSex Card’s AML compliance obligations. AUSex Card may, for the purposes of complying with applicable suspicious transaction reporting and tipping-off laws and regulations, notify suspicious transactions to the relevant authorities with jurisdiction over AUSex Card or relevant affiliates of AUSex Card.

Within a reasonable time after request from AUSex Card, and only to the extent permitted by applicable Law, you must, at your own cost, provide information and transaction records to permit AUSex Card to investigate an actual or suspected violation by an AUSex Card Member of the AML laws and regulations applicable to AUSex Card; except that the information provided shall be limited only to the information required to complete AUSex Card’s investigation.

8. Prohibited businesses list

- Pornographic and vulgar erotic services and products, audio visual products, channels, and publications, aphrodisiacs and prostitution.
- Clairvoyance, Occult services, literature and occult groups and memberships.
- Gambling, gambling devices and accessories, casinos, lotteries and horse racing off track agencies.
- Illegal drugs (selling, displaying, or advertising illegal drugs, as defined by applicable law, as well as drug related accessories, or drug test tools.)
- Illegally obtained proceeds or properties as result of crime



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- Anesthetic, psychotropic or prescription medicine including the manufacturing and supply of prescription medicine and pharmaceuticals; illegal unregistered medicines.
- Fetal gender determination
- Medical services, medical consulting, dental services, hospitals, hypnotherapy, plastic surgery, psychiatric, psychological services including these services suppliers, manufacturers, support services and specialized educational institutions (however pure advertising of these services is allowed).
- Abortion, Euthanasia and Gender re-assignment clinics including their clinicians, suppliers and promoters.
- Cemeteries, Undertakers, Funeral Parlors and services including their materials suppliers.
- Life insurance, medical health insurance and ambulance services.
- Online cemeteries and ancestor worship (e.g. websites offering paid services to pay respect to ancestors online)
- Organized terrorism, anti-k2 and k3 government activities including Illegal military hardware and software sales.
- Hacking services or accessories
- Malware (including software used to disrupt computer or mobile operations, gather sensitive information, gain access to private computer systems, or display unwanted advertising)
- Illegal publication of certificates or carving of stamps (e.g. forged driving license, fake stamps)
- Video chat services that involve pornographic or vulgar content
- Anti-Religious websites, publications or accessories
- Sale of personal information (e.g. identity card information)
- Services or products that infringe on personal privacy (e.g. online activity monitoring)
- Pyramid schemes and multi-level marketing
- Reserve Banks and their *RBC agencies, including insurance companies and finance companies public and private.
- Cash-back from AUSex Card accounts. Excluding AUSex Card's 100% lifetime money back guarantee.
- Illegal sale of financial information (e.g. bank accounts, bank cards)
- Stock and securities; mutual Funds; insurance products and platforms; financial products and services; rebate or cash-back services
- Single-purpose prepaid cards (including gift cards and other stored value cards)
- Illegal or un-registered fund-raising activities
- Foreign exchange services; trading or distribution of currency (both RMB and foreign currencies); counterfeit currency
- Peer to peer (P2P) lending services
- Trading in invoices issued within the Peoples' Republic of China
- Trading or sale of virtual currencies (e.g. Bitcoin, Litecoin)
- Archaeological and cultural relics
- Counterfeit or replica food products



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- Tobacco and cigarettes
- Human organs, human sex slave trade.
- Surrogacy services
- Services to facilitate plagiarism and examination fraud
- Protected species
- Smuggled goods
- Sales or distribution of event tickets without license (e.g. Olympic Games or World Expo tickets)
- Charitable organizations (charitable organizations that raise funds and use AUSex Card as a payment method)
- Pawn services
- Lucky draws and Lotto including their public promotional retail agency outlets.
- Sale of animals, plants or products with contagious and hazardous diseases, or originating from areas declared with an epidemic outbreak of contagious diseases
- Services or products facilitating unlawful public gathering
- As prohibited by Chinese law or other applicable law, Illegal political products, publications, programs and channels (e.g. products, video, television or radio programs, and publications supporting political organizations, activities, or propaganda prohibited by Chinese law or other applicable law)
- State secret documents and information
- Software or services that may otherwise jeopardize the reputation or goodwill of AUSex Card and its affiliates.

*RBC – Reserve Bank Currency (numbered metal coins & numbered colored synthetic paper).

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