

Combined Financial Services Guide & Product Disclosure Statement

ZIKSU CAPITAL LTD

Date: November 2021 Version: 1.0 Product provider: Ziksu Capital Ltd ABN 73 642 576 350 Authorised Representative # 001280302 624 Murray Street, West Perth, Western Australia 6005 Phone 1300 194 578 AFS licensee: PNI Financial Services Pty Ltd ABN 74 151 551 076 AFS Licence 408735 Level 1 71 Clara Street Wynnum, Queensland 4163 Phone 1300 764 167

This Combined FSG and PDS provides information about the Ziksu Financial Platform provided by Ziksu Capital Ltd to assist you to make an informed decision about this product. The Ziksu platform provides a Digital Transaction Account (not a bank account) and NPP based Payment Services.

Please read this Combined FSG and PDS carefully. For future reference always refer to the Ziksu Financial Platform for this Combined FSG and PDS and related documents.

Ziksu Capital Ltd | ACN 642 576 350

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Important Information

Our legal relationship with you is governed by the Terms and Conditions (which incorporates all of our policies). The Financial Services Guide (**FSG**) is designed to help you decide whether to use any of the services we provide. The Product Disclosure Statement (**PDS**) contains information you require to make an informed choice about whether or not to register for and use our Financial Platform and services. Information relevant to both the FSG and PDS may be included expressly in one part and incorporated by reference in the other.



Combined Financial Services Guide & Product Disclosure Statement

1. Part 1: FINANCIAL SERVICES GUIDE (FSG)

1) Issuer

Part 1 of this document is a FSG dated November 2021 issued by Ziksu Capital Ltd ABN 73 642 576 350 (**Ziksu**, **we, us** or **our**) which is an Authorised Representative (AR # 001280302) of PNI Financial Services Pty Ltd ACN 151 551 076 (**PNI Financial Services**) which holds Australian Financial Services Licence number 408735.

2) Purpose of this FSG

This FSG contains information about the following:

- A summary of the financial products and services that we provide.
- Fees, commissions and/ or other benefits paid to us and others in connection with the financial products and services we provide.
- Details of any associations which might reasonably be expected to influence the services we provide.
- Our complaint resolution arrangements and how you can access them.

3) How to contact us

Our contact details are as follows:

Email:	info@ziksu.com
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Mail: 624 Murray Street, West Perth 6005 WA

Phone: 1300 194 578

4) Financial products and services we are authorised to provide

Ziksu is an authorised representative of PNI Financial Services and is authorised to:

- Provide general financial product advice for non-cash payment products; and
- Issue, apply for, acquire, vary, or dispose of non-cash payment products.



We are only authorised to provide general advice. Any advice we provide (including any statement of opinion or recommendation) will not take into account your individual objectives, financial situation or needs. Before using our services, you should consider the appropriateness of our services in regard to your objectives, financial situation and needs before you act on any advice we provide. It is strongly advised that you obtain your own independent advice before using our products and services. No investment advice whatsoever will be provided by Ziksu.

5) Remuneration, commissions and/or other benefits

Ziksu staff

Our staff receive a salary plus superannuation where applicable. They may also be eligible for monetary and non-monetary awards or additional incentive payments, including bonuses and shares.

The way we pay our staff and the amount we pay them varies depending on each individual staff member's business area and position.

Third parties

If a customer is referred to us, we may:

- pay the referrer a fee calculated as a percentage of the amount of the business generated by the customer; or
- provide the referrer monetary or non-monetary incentives based on various measures. Non-monetary incentives may include gift cards, vouchers, or other benefits that we choose to offer from time to time.

You can request more information about certain relevant remuneration payments referred to above before we provide services to you.

6) Associations

Ziksu is an authorised representative of PNI Financial Services. Ziksu and its associates may from time to time have affiliations with Merchants who agree to pay fees for various services.



7) Dispute resolution

We have an internal dispute resolution procedure which is designed to resolve any issues raised by you. If you have a complaint, you should contact us on:

To:	The Officer (Complaints)
Email:	pds@ziksu.com
Mail:	624 Murray Street, West Perth, WA 6005
Phone:	1300 194 578

We aim to acknowledge receipt of all complaints within 1 business day (AWST); and resolve all complaints within 30 calendar days after receipt of the complaint. This may not be possible in all circumstances.

Where we cannot resolve a complaint within 30 calendar days, we will notify you of the reason for the delay as well as an indication of when we expect to resolve the complaint.

If you believe your complaint has not been satisfactorily dealt with, you may wish to contact an alternative dispute resolution scheme.

PNI Financial Services is a member of the Financial Ombudsman Service Australia (**FOS**), an independent external dispute resolution scheme covering applicable Australian customers. For more information on FOS, please visit: www.fos.org.au.

If you are not satisfied with our resolution or handling of your complaint, you may contact FOS by:

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Phone:	1800 367 287
Mail: Financial Ombudsman Service Australia	
	GPO Box 3
	Melbourne VIC 3001
Fax:	+61 3 9613 6399



2. PART 2: PRODUCT DISCLOSURE STATEMENT (PDS)

1) Issuer

This PDS is issued by Ziksu Capital Ltd ACN 642 576 350 (**Ziksu, we, us** or **our**) which is an authorised representative of PNI Financial Services Pty Ltd ACN 151 551 076 (**PNI Financial Services**), which holds Australian Financial Services Licence number 408735.

Ziksu does not hold an Australian Financial Services Licence. Non-cash payment facilities are issued by Ziksu pursuant to an intermediary authorisation agreement between Ziksu and PNI Financial Services. Under that agreement, PNI Financial Services offers to arrange for the non-cash payment products to be issued by Ziksu pursuant to an intermediary authorisation pursuant to section 911A(2)(b) of the Corporations Act 2001 (Cth).

2) Important information about this PDS

About this PDS

This PDS contains important information about financial products or services we may deliver to you in Australia. You should read and consider this PDS carefully.

General advice

The information and advice in this PDS are general in nature and does not take into account your personal objectives, financial situation or needs. It is important that you read and consider this entire PDS and consider the appropriateness of the advice in light of your own objectives, financial situation and needs, before following the advice or making any decision to acquire or use our product.

The information contained in this Combined FSG and PDS is not investment advice. You should seek independent financial advice tailored to your circumstances before using the product if you consider it necessary.

Please contact us by email at info@ziksu.com if you have any questions about the product or the PDS.

Remuneration and commissions

Our employees and directors receive salaries, bonuses and other benefits from us, which may include commissions. We may also enter into arrangements to jointly provide software solutions which are integrated with our financial products and services (for example, accounting software which is integrated with our Platform). Under these arrangements, we may pay commissions or referral payments to the relevant software provider or referrer.

Please also refer to section 5) of the FSG

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No cooling off period

There is no cooling off period associated with this product.

Jurisdiction

This PDS does not constitute an offer in any jurisdiction other than Australia. The PDS only applies, and the product is only available, to persons who are permanent residents or temporary residents with a valid Australian visa, who have received this PDS in Australia or who are considering using the product in connection with activities conducted in Australia, either electronically or otherwise. Other persons who come into possession of this PDS should seek advice as to whether the product is available to them.

Updated information

Information in this PDS is current at the date of the PDS (stated above) and is subject to change from time to time at Ziksu's sole discretion. Where the change is not materially adverse, you will be able to find the updated information in a notice posted on our website or by contacting us. Otherwise, we may vary this PDS or issue a new PDS in accordance with section 9.1 of this PDS. We will provide a paper or electronic copy of the new PDS on your request and without charge.

3. OUR SERVICES

Our services below allow you to make payments securely and conveniently to Merchants, and send monies to and receive monies from other users within Ziksu platform and across 100+ banks using Ziksu app.

To find out more, please visit www.ziksu.com.

The Ziksu platform for business and personal customers is accessible via a Ziksu app on Android or iOS devices. When you register to use our platform through our app, we will open a Digital Transaction Account (not a bank account) with BSB, Account Number, PayID and a unique QR code. Users on the Ziksu platform are required to undergo an Identity Verification check during the time of onboarding and prior to using the platform.

Personal users are required to provide either their current valid Driving Licence or current valid Passport. Foreign Passports *must have a valid Australian visa*. Ziksu initiates a document verification check through our Gateway Service Provider.

For a business with an ABN or ACN, Ziksu will complete a business verification check followed by mandatory Identity Verification checks for all officeholders of that business. Ziksu allows only one Personal account and one Business account to be opened using the same single Australian mobile number.

As a Corporate Authorised Representative of the AFSL holder, Ziksu is required to hold customer monies with approved Authorised Deposit-taking Institutions. Ziksu customer monies are held with Cuscal Limited through Moneytech Payments Pty Ltd and for Direct Entry and NPP settlement.



Our Platform provides for:

	1
	Personal and Business customers are provided with the following when an account is successfully opened:
	 BSB Account Number PayID Ziksu QR Code
Digital Transaction Account	Users can send and receive money from other banks using the BSB and Account number or instantly, using Ziksu PayID to those banks and other financial institutions connected to the NPP who accept payments through PayID.
	The maximum balance limit on the digital transaction account is A\$100,000. Users are required to regularly transfer funds from their Ziksu account to their external bank account in order to receive additional funds. This is to ensure that the maximum balance limit is always observed and to avoid any declined transactions.
	Ziksu provides QR codes for sending and receiving money for both Personal and Business users. Ziksu provides two types of QR codes:
	1. Default unique user/account QR code
	2. Creation of a Static and Dynamic QR code
QR Codes	 Static QR menu option allows users to create a QR code to receive a payment by pre-defining a static amount (\$) and description for the payment. Dynamic QR menu option allows users to create a QR code to receive varying amounts by just entering a description for the payment. Business Only – Counter Display Ziksu QR Code
	 Business users can generate a counter display QR Code using their Ziksu account as the default account to receive their payments Business users can also choose to generate a counter display QR Code using their existing non Ziksu bank accounts that are connected to the NPP or can receive payment via PayID.



	Pay anyone, anywhere, anytime with your QR Code or Ziksu PayID		
Make a payment	 Send payments for Commercial Transactions or Personal Transactions. Payment will be made on your terms. Funds will be debited from your Ziksu digital transaction account balance on our platform and transferred to other Ziksu personal or business accounts or other banks via PayID (only those banks who are connected to the NPP). We will send the funds to your nominated recipient securely Ziksu always settles the funds instantly to other Ziksu accounts. Settlement will be completed in near real-time via PayID to those banks who are connected to the NPP. Ziksu platform for payments is available 24 / 7 x 365 Ziksu provides an in-app notification to the receiver. 		
Request and receive payments	 Request and receive payments instantly from anyone, anywhere, anytime with your QR code or Ziksu PayID. Invoice a buyer or request funds for a Personal Transaction. When you request a payment, we will send the buyer or nominated individual an in-app notification. 		
Split bill	For personal customers only. You can request money from multiple users on the Ziksu platform using the split bill feature which allows you to enter the same amount or different amounts.		
Transaction reports	Ziksu provides enhanced reporting for both Personal and Business customers in real-time within the app.		
Account Statements	Ziksu provides a digital account statement for both Personal and Business customers in near real-time which is a list of financial transactions occurring within a given period.		
Auto-Sweep	By activating the Auto-Sweep Account option within the app, Ziksu automatically transfers funds to your chosen bank account using NPP.		
Transfer Funds	If you have funds in your Ziksu account, you may transfer them to the linked bank account you hold with another financial institution provided such financial institution is connected to the NPP.		



4. SIGNIFICANT BENEFITS AND RISKS

4.1 Significant Benefits

The main benefits of using our Platform are:

Flexibility and convenience

You can send payment instructions at any time, including outside business hours (please note timing for the processing and clearing of payments in section 4.2 of this PDS).

Security

All payments can be completed without the need to re-enter bank account details.

Efficiency

The Platform is designed to complete your transactions in near real time, giving you quicker access to your money.

Fast, easy, and secure account opening

Ziksu enables anyone to open a digital transaction account within minutes.

Record keeping

All transactions are recorded, including details of all payments completed. Note: you will lose access to these records if you close your account with us.

Fees

There is no setup fee, monthly fee or account keeping fees for any personal or business digital transaction account. Some transaction fees may apply, e.g., for transferring money out of your Ziksu account via PayID. All fees payable on transactions from personal to business accounts, e.g., making a purchase, are paid to us by the Merchant. See section 6 for details.

4.2 Significant Risks

The main risks of using our Platform are:

Security

There is a risk that people may gain unauthorised access to your account on our Platform, view the information on your account and/or perform unauthorised transactions for which you may be liable. You may be able to reduce this risk by keeping your account passcode to yourself, not sharing, or divulging it to any other person and changing your passcode often.



Unavailability of our Platform

Whilst we will endeavour to make every attempt to ensure our Platform is available at all times, it is possible it may be rendered temporarily unavailable from time to time (e.g., due to technical failure or system maintenance or third-party bank or financial institution service unavailability). If this occurs, you may not be able to access our Platform temporarily or we may not be able to process payment requests on time, correctly or at all.

Transfer/payment failure

As Ziksu only allows transfers and payments to be completed using QR code or PayID, there may be other circumstances beyond our control which could result in payment failure.

Merchant

Any Merchant must be registered to use our Platform. If a Merchant ceases to be so, you will not be able to make further payments to that Merchant using our platform.

Reversals and refunds

You must contact your Merchant if you need to reverse or obtain a refund in relation to a payment you have made using our Platform. However, your Merchant may not provide the reversal or refund. All reversals and refunds are matters solely between you and your Merchant.

Timing

Ziksu always settles the funds instantly to other Ziksu accounts. Settlement will be completed in near real-time via PayID to those banks who are connected to the NPP.

Termination

We may terminate your access to our Platform in accordance with the Terms and Conditions of use, including if unauthorised transactions have been made in relation to your account or due to inactivity for 2 months. If we terminate your access to our Platform, you will be unable to access our Platform to make payments and will lose access to records stored on the Platform after one (1) year from inactivity date. If you have monies in your account at the time of termination or closure, then you will need to contact Ziksu to obtain a refund. You will incur a 2.5% processing fee.



5 TERMS OF USE

Terms and Conditions

By accessing our Platform, you are deemed to have read all the Terms and Conditions, the FSG, and PDS together with all documentation governing your usage of our Platform. You agree to be contractually bound by the current terms of the FSG, this PDS and our Terms and Conditions (as amended by us from time to time at our sole discretion) which governs your use of our Platform.

We may amend our Terms and Conditions from time to time. You should regularly review the terms and conditions set out in the Terms and Conditions so that you are always up to date with the current version of the Terms and Conditions, and you are deemed to have read all the terms and conditions of the Terms and Conditions which is available on our website at any point in time.

By using our Platform, you acknowledge that you are instructing us to make payments directly to the Merchant selected by you and/or you are instructing us to carry out any other services Ziksu provides to you; and that fees and charges may apply.

Timing of payments

Payment requests made from your Ziksu account:

- (a) are available 24 / 7 x 365 and settled instantly.
- (b) using PayID from another bank account may happen in near real-time.
- (c) Ziksu does not guarantee service availability and/or any payment processing completion using PayID as this depends on other banks or third-party financial institutions.

Liability

Subject to any provisions in the *Competition and Consumer Act 2010 (Cth)*, or any other relevant law or code which we have subscribed to or must comply with, we do not give any guarantee or warranty of reliability or accuracy and to the extent permitted by law, we do not accept any liability for loss or damage whatsoever, including without limitation, as a result of processing any payment request, any delay associated with processing any payment request, any person relying on information about our Platform or being unable to access our Platform (including as a result of us suspending access to our Platform).



6. FEES AND OTHER COSTS

Fees are subject to change in accordance with section 9. Information about current fees and charges is available from us on request.

Transaction fees and surcharges

The fees that apply for the issue and use of the Ziksu Platform are as follows:

Description	Personal	Business
Send/Receive Money (between Ziksu digital Transaction Accounts)	-	-
Dollar Drop Transactions to verify other bank accounts	\$1	\$1
Cash In via NPP	-	-
Cash In via Direct Entry	-	-
Ziksu Customer to Merchant Payment (e.g., Purchase of goods/services)	N/A	1% + GST
Auto Sweep	N/A	\$1
Ziksu Account to another Bank	\$1	\$1

Refunds

Transaction fees and surcharges on authorised transactions will not be refunded, including where the Merchant has issued you a refund for a product or service provided.

Where you believe any transaction fee or surcharge has been charged in error, you should request a refund by contacting us.

GST

Unless stated otherwise, all fees and charges noted in this PDS are exclusive of GST. You should check with your Merchant whether the amount you are paying to them includes GST or not.

Dishonour fees

Where such dishonour fees are charged by either your financial institution or your Merchant, we are not able to refund these fees. You should contact your financial institution or your Merchant if you feel any dishonour fee has been incorrectly or unfairly processed.



Taxes and government fees and charges

You are responsible for collecting, reporting, and paying any taxes that may arise from your use of our Platform and services. You agree to comply with applicable tax laws in connection with your use of our Platform and services.

Should any government fees or charges become payable in relation to your use of the Platform, we will notify you in accordance with section 9.

Limits

The following default limits apply to Ziksu Accounts and the Ziksu Platform:

Description	Minimum Transaction	Maximum Transaction	Daily Cumulative Amt	Monthly Cumulative Amt
Send/Receive Money between Personal users	\$1	\$100,000	\$100,000	\$250,000
Cash In via NPP	\$1	\$100,000	\$100,000	\$500,000
Cash In via Direct Entry	\$1	\$100,000	\$100,000	\$500,000
Ziksu Customer to Ziksu Merchant	\$1	\$75,000	\$75,000	\$250,000
Auto Sweep Limit	\$1	\$100,000	\$100,000	\$1,000,000
Ziksu Account to Other Bank Transfer	\$1	\$100,000	\$100,000	\$1,000,000
Customer to Ziksu Merchant with another Bank Account	\$1	\$250,000	\$250,000	\$1,000,000

7. SECURITY

Username and passcode

If you register to use our Platform, you will be allocated a username and asked to choose a 4-digit passcode. Your passcode must comply with our security parameters, which we may change from time to time at our sole discretion.

Your passcode must be used to complete any transaction on the Platform, such as payment authorisations from your Ziksu account.

Protect your passcode

When you create your passcode, you must ensure that it is kept secret and confidential and must not be disclosed to any third party (including family, friends, and other institutions). If someone else has your username and passcode, they can perform payment transactions and change your profile (such as contact details). We accept no liability to you whatsoever if any unauthorised change of your profile or authorisation of payments/transactions on your account have transpired without your consent due to, for example, your failure to keep your passcode secret and confidential, or any other reason such as theft of your passcode due to hacking or cyber breach.



Mobile devices

When you use the Platform on mobile devices (such as smart phone or tablet), then you should secure any such device (e.g., through passcode protection or fingerprint scan) to prevent unauthorised access to the Platform through your mobile device. If your mobile device is lost or stolen, unauthorised persons may gain access to view your account, information and potentially conduct transactions. We accept no liability to you whatsoever in this regard.

Unauthorised access or use

You must advise us as soon as reasonably practicable if you are aware or suspect that any other person knows your passcode. We can then check your account activity and attempt to cancel any future dated payments after receiving written notification from you that you tell us have not been authorised by you. We can also assist you to change your passcode. If you suspect someone else knows your passcode, you should change your passcode as quickly as possible and cancel any unauthorised future dated payments.

It is your sole responsibility to ensure your internet access is secure at all times when using the Platform. You should also ensure your mobile device and browser software is up to date; any alterations to the manufacturer's handset and software settings may impact your mobile browsing experience.

You acknowledge that we are entitled to assume that any access to the Platform using your username and passcode is made by you, regardless of the true identity of the person who may be accessing the Platform, until such time as you change your passcode, or you notify us in writing to the contrary.

To the extent permitted by law, we are not liable to indemnify or otherwise compensate you for any loss or damage you may incur for any payment as a result of unauthorised access or use, including any failure by you to keep your passcode private and confidential.

8. PRIVACY AND DATA SECURITY

Privacy statement

We may collect, hold, use and disclose personal information about you to process your registration to access the Platform, deliver the Platform payment services, assist your Merchant with payment enquiries and deal with complaints. We will handle your personal information in accordance with our Privacy Policy (available on our website or upon request). We may also collect personal information about you from your Merchant, public sources, information brokers and through monitoring and recording interactions with you (e.g., phone, email and online).





Some of the information we collect is required by various laws, including The Anti-Money Laundering and Counter-Terrorism Financing Act 2006. We may exchange your personal information with your Merchant, your authorised representatives, our related companies, and our service providers (described further in our Privacy Policy). These companies may be located outside Australia, including the countries specified in our Privacy Policy.

You acknowledge and agree that we need to collect, verify, and handle personal information about you to enable us to deliver all parts of the Platform service and without that information we may not be able to effect certain payment options.

Unless you have told us in writing not to, we may use your personal information to contact you by any means to offer you other products, including third party products or services that may be of interest to you. You can change your marketing preferences at any time by accessing your account on our Platform.

You agree to the handling of your personal information in accordance with our Privacy Policy. Our Privacy Policy contains further details about our handling of personal information, complaints, website privacy and information regarding your rights to request access to or correct information we hold.

Fraud and data security

We are committed to providing high quality financial products and services within a trusted environment.

Phone conversations

You agree that we may record telephone conversations between us for quality monitoring, training, compliance and security purposes. The recordings will only be used for the above specified purposes. Ziksu will make every reasonable effort to inform you when telephone conversations will be recorded.

9. GENERAL PROVISIONS

Changes and updates to this PDS

In accordance with the law and any code to which we subscribe, we may vary or modify this PDS at our sole discretion at any time. We will tell you about any changes we make and will notify you of the changes as set out in the following table. Any subsequent access, viewing or other use of the Platform by you will constitute your acceptance of the new terms.



See 'Types of change' table below:

Type of change	Timeframe	Method of notice	
Introduce a new fee or increasing an existing fee	30 days in advance	Electronically	
Changes that are materially detrimental to you	30 days in advance	Electronically	
Government changes	In advance of the change or as soon as practicable afterwards, unless the change had been publicised by the Government	Electronically or by press advertisement	
Changes to any other terms or conditions	No later than day of change	Electronically or by press advertisement	

Notices and electronic communications

Subject to section 9, you agree that all notices and other communications in connection with this PDS may be given electronically:

- (a) by emailing them to the email address you have registered with us through the Platform, or sending them through SMS to your last known (to Ziksu) mobile telephone number, or
- (b) by being made available on the website for the Platform.

Where communications are made available on the website for the Platform, we will notify you of this fact by email or SMS. You should check your emails or SMS messages regularly and ensure your contact details on the Platform are up to date.

Termination and suspension of access to the Platform

1. You can terminate access to your Ziksu account at any time.

2. This Combined FSG and PDS and your access to the Platform may be suspended or terminated at any time without prior notice by us (acting reasonably), including if we reasonably suspect there have been, or may in the future be, unauthorised transactions or that you have committed or attempted to commit fraud in relation to the Platform or you attempt to use it for unlawful purposes. We will give you notice as soon as reasonably practicable after we do this. All restrictions, licences and limitations of liability imposed on you by us will survive termination.

If we suspend or terminate your access to the Platform, any scheduled payments from the time of that suspension or termination will not be made.

Termination of your Ziksu account does not relieve you of any obligations to pay any fees or costs accrued prior to the termination and any other amounts owed by you to us.

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Exercise of our rights and waiver

Our rights can only be waived in writing. We may exercise any right, remedy, or power in any way we choose. If we decide not to exercise a right, remedy, or power this does not mean we cannot exercise it later.

Assignment

We may, upon prior reasonable notice, assign or otherwise deal with our rights under this Combined FSG and PDS without your consent for legitimate business purposes (including business reconstruction, amalgamation, or sale). We may disclose any information or documents we consider reasonably necessary to help us exercise this right, and we may disclose such information to a person to whom we assign our rights to.

You cannot assign any of your rights under this Combined FSG and PDS or the Terms and Conditions without our prior written consent.

Inconsistency

If there is any conflict between this Combined FSG and PDS and the Terms and Conditions, the Terms and Conditions prevails to the extent of the inconsistency.

Confidentiality

We respect the confidentiality of your information. Information you provide to us will not be disclosed except where we are required or permitted to disclose this information. This includes without any limitation where we are compelled by law, there is a duty to the public to do so, our interests require us to do so, or the disclosure is made with your consent.

10. GLOSSARY OF TERMS

"Associates" means any subsidiary or affiliate companies of Ziksu Capital Ltd

"FSG" means Financial Services Guide

"Merchant" means the business or entity which you are making a payment to. The Merchant is also our client, who has engaged us to process payments on their behalf, in order for funds to be deposited directly into their bank account.

"NPP" means the New Payments Platform

"Payer, you, your" means you, i.e., the person making the payment to the Merchant.

"PDS" means Product Disclosure Statement.

"Platform" means the digital financial services platform provided by Ziksu to allow you to send and receive funds instantly, using PayID.