

IMPORTANT CUSTOMER INFORMATION

These Terms and Conditions (**Terms**), together with any documents or policies expressly incorporated by reference, form the entire agreement between Zed Finance Group Pty Ltd (**Zed**) and you (**Client** or **Contractor**, as applicable) in relation to:

- (a) your use of Zed's online platform (**Platform**); and
- (b) Zed's receipt, holding and release of funds in connection with projects facilitated through the Platform (**Project Funds**).

Zed Vault is the name of the payment-protection service operated by Zed through the Platform. References in these Terms to the Platform, escrow functionality or fund-holding processes are collectively referred to as "Zed Vault".

Zed Finance Group Pty Ltd does not hold an Australian Financial Services Licence (AFSL), and does not provide financial services, financial products, custodial/depository services or remittance services. Zed does not earn, retain or receive any interest, yield or return on funds held in trust. Any interest or return that may arise in respect of the ADI Account is waived by all users.

Term: This agreement commences when you first create an Account, access the Platform, submit or accept a quote, or otherwise use the Platform, and continues until terminated in accordance with these terms (see clause 21). You may stop using the Platform and close your Account at any time, but these Terms will continue to apply to any existing Project Funds that Zed still holds for you, until those funds are dealt with in accordance with these Terms.

Acknowledgement: By creating an Account, submitting or accepting a quote, transferring funds, or otherwise using the Platform, you confirm that you have read and understood these Terms and agree to be bound by them, warrant (where you are using the Platform on behalf of a company, partnership, trust or other entity) that you have full authority to bind that entity to these Terms, and acknowledge that Zed's role is limited to operating the Platform and holding and releasing Project Funds as set out in these Terms.

TERMS AND CONDITIONS

1 Definitions and Interpretation

1.1 Definitions

Account means a registered user profile on the Platform;

ADI has the meaning given to "authorised deposit-taking institution" in section 5 of the *Banking Act 1959* (Cth);

ADI Account means an Australian authorised deposit-taking institution account held in Zed's name as defined in section 5 of the *Banking Act 1959*;

AFSL means an Australian Financial Services Licence granted under Part 7.6 of the *Corporations Act 2001* (Cth);

AML/CTF Laws means the *Anti-Money Laundering and Counter-Terrorism Financing Act 2006* (Cth), associated rules and any related regulatory guidance applicable to Zed;

Australian Consumer Law means Schedule 2 to the Competition and Consumer Act 2010 (Cth);

Australian Credit License means a licence granted under the *National Consumer Credit Protection Act 2009* (Cth);

Australian Financial Services License means an Australian financial services licence granted under Part 7.6 of the *Corporations Act 2001* (Cth);

Business Day means a day that is not a weekend or public holiday in Victoria;

Client means a user who engages a Contractor for a Project on the Platform;

Contractor means a user who provides services or works for a Client for a Project on the Platform;

Completion Notice has the meaning given in clause 12.1;

Dispute means a disagreement between the Client and Contractor relating to a Project, including workmanship, scope, price, delay or completion;

GST has the meaning given to that term in the *A New Tax System (Goods and Services Tax) Act 1999* (Cth);

KYC means “know your customer” and includes identity, verification and related information that Zed reasonably requires to comply with its fraud and AML/CTF obligations;

Licensed Contractor means a Contractor who holds all licenses, permits and insurances legally required for their profession and jurisdiction;

Platform means Zed's website and associated systems for quotes, fund holding and payment release;

Privacy Policy means Zed's privacy policy available through the Platform;

Project means the works or services described in the accepted Quote;

Project Funds means monies paid into the ADI Account by the Client for a Project (including additional funds for variations);

Quote means a written quotation submitted by a Contractor to a Client through the Platform;

Service Agreement means the contract for supply of services formed between the Client and Contractor when a Quote is accepted;

Zed Vault means the digital escrow-style payment service operated by Zed for holding, managing and releasing Project Funds in accordance with these Terms.

1.2 Headings are for convenience only and do not affect interpretation.

2 Application and Contract Formation

2.1 These Terms govern:

- (a) Use of the Platform by Clients and Contractors; and
- (b) Zed's role in receiving, holding and releasing Project Funds.

2.2 A Service Agreement is formed only between the Client and Contractor when a Quote is accepted. Zed is not a party to the Service Agreement.

2.3 Zed is not an agent, partner, employer, representative or joint venturer of any Client or Contractor, and nothing in these Terms creates such a relationship.

3 User Accounts and Identity Requirements

3.1 To access the Platform, a user must create an Account and provide accurate information including their full name, email, phone number and, if applicable, ABN/ACN.

3.2 Zed may request identity verification at any time, which may include a driver licence, passport, Medicare card, address documentation or business registration details. Users must provide requested information within a reasonable timeframe.

3.3 If the user is a Contractor, Zed may request evidence of licences and insurances relevant to the works or services being provided. The Contractor warrants that such licences and insurances

remain current for the duration of the Project.

3.4 Zed may refuse to open an Account, or may suspend or terminate an Account, if:

- (a) the information provided is incomplete, false or misleading;
- (b) the user fails to provide requested verification; and
- (c) doing so is reasonably necessary to prevent fraud, unlawful conduct or risks to the Platform.

3.5 Each user is responsible for maintaining the security of their Account login credentials and is liable for all activity conducted through their Account. Zed is not liable for loss arising from unauthorised Account access caused by weak passwords, shared credentials or compromised devices.

3.6 Each user must update their Account details promptly if information becomes outdated or incorrect.

3.7 Users acknowledge that Zed may use third-party digital identity and verification service providers to assist with fraud prevention and account security.

4 ZED's Role

4.1 Zed provides a platform that facilitates quoting, fund holding and fund release. Zed does not provide building services, legal advice or dispute resolution services.

4.2 Zed does not provide a financial service, financial product, custodial/depository service or remittance service under the *Corporations Act 2001* (Cth) or *AML/CTF Act 2006* (Cth).

4.3 Zed is not required to hold an Australian Financial Services License, a custodial or depository authorisation, an Australian Credit License or remittance registration.

4.4 By using the Platform, the Client and Contractor acknowledge and agree that Zed's role is limited to holding and releasing Project Funds in accordance with these Terms and that Zed is not performing a regulated financial service or providing payment or credit activity.

4.5 Zed does not (and is not required to) verify the:

- (a) workmanship, performance or suitability of the Contractor;
- (b) accuracy of Quotes or variation requests; or
- (c) completion or quality of the Project.

4.6 Zed does not mediate disputes and will not assess the merits of competing claims.

4.7 Zed is not responsible for the acts, omissions or performance of subcontractors or suppliers engaged by a Client or Contractor.

4.8 Zed does not guarantee the performance, solvency, workmanship or conduct of any Client or Contractor, nor the completion of any Project.

4.9 Zed may request identity verification documents and Contractor licensing or insurance documents at any time, and may suspend an Account, refuse a Project or freeze Project Funds where verification is not provided or where credentials appear fraudulent.

4.10 Zed is not liable for losses resulting from fraudulent, expired, forged or misleading licenses, insurances or identification supplied by a user.

4.11 Zed is subject to the *Anti-Money Laundering and Counter-Terrorism Financing Act 2006* (Cth) to the extent applicable, and may collect information (including KYC/identity information and transactional evidence) to comply with AML/CTF obligations.

4.12 Zed may delay, freeze or refuse to release Project Funds, suspend an Account or request further information where reasonably necessary to comply with AML/CTF laws, prevent fraud, or satisfy a

bank or regulatory request.

- 4.13 Users agree to promptly provide any identity or transaction information reasonably requested by Zed for the purposes of fraud prevention or AML/CTF compliance.

5 Documentation Requirements

- 5.1 A Quote submitted by the Contractor must correctly describe the Project and total price.
- 5.2 The Client must accept the Quote through the Platform.
- 5.3 Contractors must ensure that any Completion Notice and any claim for payment align with the accepted Quote and approved variation.
- 5.4 Zed may require Contractors to upload supporting evidence of completion (including photos, videos, invoices or work logs) before allowing submission of a Completion Notice.

6 Initial Transfer of Project Funds

- 6.1 After Quote acceptance, the Client must transfer the total Project price to the ADI Account (or as otherwise agreed).
- 6.2 If funds are transferred before Quote acceptance, Zed is not liable for discrepancies and will not reconcile or adjust payments.
- 6.3 If funds are not received within a reasonable period, Zed may pause or close the Project file until funds are received.
- 6.4 The Contractor is not required to commence work until Zed confirms receipt of cleared Project Funds.
- 6.5 Where payment is made by card or other method subject to chargeback risk, the Client authorises Zed to recover and set off any chargeback amount against future Project Funds, and the Contractor acknowledges that Zed may reverse a release of Project Funds where a chargeback occurs.

7 Trust and Holding of Funds

- 7.1 Zed does not earn, retain or receive interest or yield on Project Funds held in the ADI Account. Users waive any entitlement to claim interest, earnings or amounts derived from the ADI Account.

7.2 Trust

To give effect to these Terms, Zed holds Project Funds on trust (Trust) for the Client and Contractor, with beneficial interests determined by the accepted Quote, approved variations, joint written direction of both parties, or a binding court order.

7.3 Co-mingling

Project Funds for multiple Projects may be held in the same ADI Account, provided Zed maintains clear internal allocation records. Project Funds are not available to Zed's general creditors except for properly incurred fees and indemnity amounts under these Terms. Project Funds will be held in a non-interest-bearing account and users waive any entitlement to interest or other earnings arising from funds held by Zed.

7.4 Reliance on notices and instructions

Zed may rely on any notice, instruction or communication that Zed reasonably believes in good faith to have been provided by the relevant Client or Contractor through the Platform. Zed is not required to inquire into the authority or legitimacy of any communication unless Zed reasonably suspects fraud.

7.5 Insolvency of Client or Contractor

In the event of the insolvency, external administration or bankruptcy of a Client or Contractor, Zed

may immediately freeze Project Funds and treat the matter as a dispute until joint written instructions or a final court order is provided.

7.6 Limitation of trustee duties

Other than holding funds on the Trust described in these Terms, Zed is not a fiduciary and owes no fiduciary obligations to any user. Zed's duties are limited strictly to those set out in these Terms and do not extend to assessing the merits of any Project, entitlement to payment, workmanship, delays or performance.

7.7 No obligation to use Zed's own funds

Zed is not required to use or advance its own funds in the performance of its obligations under these Terms and has no obligation to satisfy any payment unless sufficient Project Funds are available in the ADI Account.

7.8 Interpleader / payment into court

If a Dispute arises and Zed considers it appropriate to avoid further risk or cost, Zed may pay the disputed Project Funds into a court of competent jurisdiction. Upon doing so, Zed is relieved from further responsibility or liability in connection with those Project Funds, except to the extent that liability arises from Zed's fraud, wilful misconduct or gross negligence.

7.9 Trustee powers and indemnity

Zed is authorised to:

- (a) receive, hold, and disburse Project Funds;
- (b) deduct fees and properly incurred costs in accordance with these Terms;
- (c) act on joint written directions of the Client and Contractor; and
- (d) act on final, binding and non-appealable court orders.

Zed is indemnified out of Project Funds for liabilities incurred in good faith and in performing its trustee duties.

7.10 Statutory Security of Payment regimes

If any Security of Payment or long service leave legislation applies to a Project, compliance with that legislation is the sole responsibility of the Client and Contractor. Zed does not assume statutory obligations of a principal, head contractor or employer.

7.11 Contractual trust only

The Trust is contractual and is not intended to constitute any statutory trust or retention trust under building and construction legislation.

8 Deposit Variations

- 8.1 Zed will release a default 5% deposit to the Contractor after receipt of cleared Project Funds.
- 8.2 The Contractor may request a higher deposit up to 50%, but Zed will release it only where the Client has expressly agreed through the Platform.
- 8.3 If a higher deposit is requested, the Contractor must provide the Client with information reasonably supporting the request (such as evidence of upfront material costs or subcontractor mobilisation costs).
- 8.4 The Client is not required to agree to a higher deposit request and may decline it without penalty.
- 8.5 Zed may decline a higher deposit request where the evidence is insufficient, where the request appears unreasonable, or where Zed considers there to be a material risk to the Client. Any discretion exercised by Zed in this clause will be exercised reasonably having regard to both

parties' interests.

- 8.6 Zed may allow or require a retention amount between 2% and 5% of the Project price to be held as a retention for a defined defect liability period where both the Client and Contractor expressly agree through the Platform or in the Service Agreement.
- 8.7 Any retention amount will be held as part of the Project Funds and released using the same notice and Dispute procedures set out in clause 13, subject to any different timing or conditions agreed between the Client and Contractor.
- 8.8 If the parties do not agree to a retention arrangement, Zed will not hold a retention by default.

9 Pricing Variations

- 9.1 Variations must be submitted by the Contractor through the Platform and approved by the Client in writing through the Platform.
- 9.2 The Client must transfer additional funds to the ADI Account for approved variations.
- 9.3 Zed may charge a variation processing fee on additional transferred amounts and deduct that fee from Project Funds. A fixed fee of 5% applies to all approved variation amounts transferred to the ADI Account, in addition to any standard fees payable on the original Project Price.
- 9.4 Where variations materially change the Project scope, Zed may require the Contractor to upload supporting evidence (including updated drawings, specifications, invoices, or written scope confirmation) before allowing release of variation-related funds.
- 9.5 A Contractor must not artificially segment or sequence variation requests to avoid scrutiny or exceed agreed thresholds.
- 9.6 Zed may require independent or additional evidence where variation requests exceed a percentage of the original Quote determined by Zed from time to time.
- 9.7 The Client must not use the variation process to renegotiate previously agreed pricing.

10 Client Access and Cooperation

- 10.1 The Client must provide reasonable access to the site, utilities and materials necessary for the Contractor to perform the Project.
- 10.2 If the Client restricts access or delays progress unreasonably, the Contractor may submit a variation request for delay costs.
- 10.3 The Client must review evidence of completion promptly and must not unreasonably withhold acceptance.

11 Timeframe Compliance and User Delay Risk

- 11.1 If either party fails to take reasonable steps to progress the Project or respond within required timeframes, Zed may treat that conduct as a material breach for the purposes of determining whether funds should remain frozen.
- 11.2 Zed may impose reasonable response deadlines and may suspend Accounts where chronic delays or non-responsiveness occur.

12 Completion and Release of Funds

- 12.1 To request the release of remaining Project Funds, the Contractor must lodge a notice through the Platform stating that the Project has been completed in accordance with the Service Agreement (**Completion Notice**).
- 12.2 Zed will notify the Client of the Completion Notice. The Client has 24 hours from the time of notification to accept completion or lodge a Dispute through the Platform.
- 12.3 If the Client accepts completion, or does not respond within 24 hours, Zed will release the

remaining Project Funds (less fees) to the Contractor.

- 12.4 If a Dispute is lodged, Zed will freeze the remaining Project Funds.
- 12.5 Zed will release the disputed Project Funds only upon:
 - (a) joint written direction of the Client and Contractor; or
 - (b) a final, binding non-appealable court order.
- 12.6 Zed is not responsible for court or legal costs incurred by either party.
- 12.7 If the Client rejects completion, the rejection must include reasons and supporting evidence. If the Client fails to provide supporting evidence, Zed may treat the rejection as invalid, and continue holding funds pending a Dispute.
- 12.8 The Contractor acknowledges that Zed may request evidence of completed work before releasing remaining Project Funds, including photographs, videos, invoices, or inspection logs.
- 12.9 The Contractor must maintain detailed work records (including timesheets, delivery documents and material purchase invoices) and provide them upon request where a Dispute is raised.
- 12.10 The Contractor must promptly rectify defective work prior to issuing a Completion Notice.
- 12.11 If the Contractor submits a Completion Notice without reasonable basis, Zed may suspend the Contractor's Account pending review.
- 12.12 Where Project Funds are required to be refunded to the Client (for example, following joint written instructions, cancellation of a Project in accordance with these Terms, or a binding decision of a court, tribunal or arbitrator), Zed is entitled to retain any fees already properly charged or deducted in connection with the Project, except where the refund is required solely because of an error by Zed or is required by law.
- 12.13 Zed may charge a reasonable administration fee for processing refunds, in accordance with clause 16, and may deduct that fee from Project Funds prior to refunding any balance to the Client.

13 Dispute Resolution

- 13.1 If a Dispute is lodged, the parties agree to first attempt resolution by direct negotiation in good faith for a period of 48 hours from the time the Dispute is lodged through the Platform.
- 13.2 If the Dispute is not resolved within that 48-hour period, the parties will attempt mediation using a mediator agreed by both parties, or if no agreement is reached, a mediator appointed by the Law Society (or equivalent body) at the then prevailing fees. The mediator may set timeframes and procedures for the mediation, including any time limit within which the mediation must be concluded.
- 13.3 If the Dispute is not resolved within the timeframe specified by the mediator, either party may refer the matter to:
 - (a) binding arbitration under the rules of an agreed arbitral institution (such as the Australian Centre for International Commercial Arbitration) before a sole arbitrator whose decision will be final and binding on both parties; or
 - (b) a relevant tribunal (including the Victorian Civil and Administrative Tribunal, or equivalent in the relevant State) or a competent court. The parties agree that the choice between arbitration, tribunal or court will be mutually agreed, failing which Zed may elect the forum.
- 13.4 While the Dispute process is ongoing, Zed will continue to hold the remaining Project Funds in the ADI Account and will release the funds only in accordance with clause 12.5, subject to the outcome of the dispute resolution process.
- 13.5 Each party bears its own costs in the negotiation and mediation phases; the costs of arbitration

(excluding each party's legal costs) will be borne by the losing party or allocated by the arbitrator or tribunal as part of the award.

- 13.6 A party lodging a Dispute must provide supporting evidence within 24 hours. If insufficient evidence is provided, Zed may deem the Dispute invalid and release funds after notice.
- 13.7 Zed may request additional evidence from either party prior to referring the matter to mediation or arbitration.

14 Exceptional Circumstances

- 14.1 Zed may, at its discretion, extend timeframes under these Terms (including periods in clauses 12 and 13) or pause Project Fund release where either party experiences events such as serious illness, hospitalisation, bereavement, severe domestic disruption or victimisation by crime. Zed is not obligated to grant extensions.
- 14.2 Zed may also pause a Project where there is a serious health or safety risk to workers or occupants, or where there is suspected unlawful conduct under workplace, safety or building laws.

15 Illicit Activity and Platform Use

- 15.1 Users must not use the Platform for unlawful conduct, unlicensed work, or criminal activity.
- 15.2 Zed may freeze funds, terminate an Account and notify authorities where unlawful conduct is reasonably suspected.
- 15.3 Zed is not liable for losses arising from illegal conduct by the Client or Contractor.
- 15.4 Zed may request identity verification documents at any time where reasonably necessary to prevent fraud or unlawful conduct, and may suspend an Account or freeze Project Funds until verification is provided.
- 15.5 Users must keep login credentials secure and are responsible for all activity on their Account. Zed is not liable for loss arising from unauthorised Account access caused by weak passwords, shared credentials device compromise or user negligence.
- 15.6 Users must ensure adequate cybersecurity on their own devices and networks. Zed is not liable for losses caused by malware, hacking, account takeover or data compromise outside the Platform's systems.
- 15.7 Users must not imply endorsement, sponsorship or affiliation with Zed or use Zed's branding, logos or marketing material without Zed's prior written consent.
- 15.8 Zed may request additional information relating to the source of funds, purpose of funds or transaction history where required under AML/CTF laws. Failure to provide requested information within a reasonable time may result in freezing of Project Funds or termination of the Account.

- 15.9 Users must not use the Platform to facilitate payments on behalf of third parties who are not registered Platform users, unless expressly approved by Zed.
- 15.10 Users must not use personal bank accounts for business-related payments or vice versa.
- 15.11 Zed may require enhanced due diligence where Projects involve unusual payment patterns, offshore payments, high-risk industries or high-risk jurisdictions.
- 15.12 Users acknowledge that Zed may report suspicious transactions to authorities without notice and without liability.
- 15.13 Users must not circumvent the Platform by making or requesting off-platform payments for any Project.
- 15.14 Users must not attempt to bypass Zed's payment holding process or request direct transfers that undermine trust protections.
- 15.15 Circumvention constitutes a material breach and Zed may suspend an Account where suspected.
- 15.16 Zed may temporarily disable functions, prevent certain users from initiating Projects or adjust risk settings where unusual activity or elevated fraud risk is detected.
- 15.17 Zed may refuse to release funds where it reasonably suspects misrepresentation, fake documentation, forged evidence or bad-faith conduct.
- 15.18 Zed may impose additional onboarding requirements based on user type, risk profile or Project category.
- 15.19 Users must not publish false, misleading or defamatory reviews or statements about Zed, Contractors or Clients in connection with the Platform or any Project.
- 15.20 Zed may remove, request removal, or respond to demonstrably false or misleading reviews, and may suspend an Account where reviews are used in bad faith to coerce outcomes or damage reputation.

16 Fees

- 16.1 Zed charges fees as set out on the Platform.
- 16.2 If the total Project price increases due to variations, Zed may apply the highest applicable fee bracket reached during the project.
- 16.3 Zed is authorised to deduct fees and properly incurred costs directly from Project Funds.
- 16.4 If Zed has already released Project Funds and later determines that funds were released due to fraud, error, chargeback or incorrect information provided by a Client or Contractor, Zed may recover the overpayment through set-off, suspension or future releases, or issuing a repayment request to the relevant user.
- 16.5 Where a repayment request is issued and not complied with within a reasonable timeframe, Zed may suspend access to the Platform or commence recovery action, and the relevant user is liable for reasonable enforcement costs.
- 16.6 Zed may charge reasonable administrative and enforcement costs where users fail to comply with repayment requests, including external collection costs.
- 16.7 Users acknowledge that Zed may report non-payment or chargeback abuse to relevant authorities or credit reporting bodies where permitted by law.
- 16.8 Zed may set off any outstanding amounts against any future Project Funds received in connection with any Account associated with the same user.
- 16.9 For clarity, Zed's fees (including fees on variations) are generally non-refundable once properly incurred or deducted, except where a refund is required solely due to an error by Zed or is

required by law (including under the Australian Consumer Law).

17 GST

- 17.1 All fees payable to Zed are exclusive of GST unless stated otherwise.
- 17.2 If GST is payable on a taxable supply made under these Terms, the recipient must pay Zed an additional amount equal to the GST payable at the same time as the underlying consideration, subject to Zed issuing a valid tax invoice.

18 User Obligations and Warranties

- 18.1 Each user warrants that information provided to Zed is true and accurate and that they will comply with all applicable laws. The Client is solely responsible for assessing the suitability of the Contractor. The Contractor is solely responsible for holding all necessary licenses and insurances and ensuring compliance with applicable laws and codes.
- 18.2 Users must maintain up-to-date antivirus and device security measures and notify Zed immediately if they suspect unauthorised access to their Account.
- 18.3 Users are liable for losses arising from compromised credentials unless caused by Zed's negligence.
- 18.4 The Client warrants that:
- (a) all information provided for the Project is accurate, complete and not misleading;
 - (b) they will not request unauthorised variations or use the Dispute process to delay legitimate payments; and
 - (c) any site conditions disclosed (including access, utilities, prior works and known hazards) are accurate.
- 18.5 Each Contractor warrants that they are a Licensed Contractor and will maintain current licenses and insurances for the duration of the Project, and must provide evidence to Zed or the Client upon request.
- 18.6 The Contractor warrants that:
- (a) all representations, qualifications, licences, insurance details and experience submitted on the Platform are accurate, current and not misleading;
 - (b) all goods and materials supplied will be new, compliant with Australian Standards, free from defects and fit for purpose;
 - (c) they will not request deposits or variations for matters already covered in the accepted Quote; and
 - (d) all subcontractors engaged by the Contractor are appropriately licensed, insured and supervised.
- 18.7 Each user must keep their Account secure and take reasonable steps to protect login credentials and device security.
- 18.8 Each user must not upload or submit material to the Platform that is fraudulent, defamatory, misleading, unlawful, offensive, or that contains malware or harmful code.

19 Limitation of Liability

- 19.1 Nothing in these Terms excludes rights that cannot be excluded under the Australian Consumer Law.
- 19.2 To the maximum extent permitted by law, Zed is not liable for consequential or indirect loss, loss of profits or revenue, or disputes regarding workmanship or project performance.

- 19.3 Zed's aggregate liability in relation to a Project is capped at the total fees Zed received for that Project.
- 19.4 Each user indemnifies Zed for losses arising from that user's breach or misconduct, including (without limitation):
- (a) losses arising from fraudulent documents, forged licences, false declarations, misuse of the Platform or illegal conduct;
 - (b) where the user is a Contractor, losses arising from defective workmanship or unlawful building activity; and
 - (c) where the user is a Client, losses arising from false allegations or bad-faith claims used to delay payment,
- in each case except to the extent caused by Zed's fraud, wilful misconduct or gross negligence.
- 19.5 Zed does not guarantee uninterrupted access to the Platform and is not liable for outages, downtime, cyber incidents, maintenance windows, scheduled upgrades, or third-party service interruptions (including banking or payment networks).
- 19.6 Zed is not liable for losses arising from withdrawal of access, freezing of Project Funds or suspension of accounts where required to comply with law, mitigate fraud risk or comply with banking or AML/CTF obligations.

20 Force Majeure

- 20.1 Zed is not liable for delays or failure to perform caused by events beyond Zed's control, including internet outages, banking disruptions, cyber incidents, natural disasters, terrorism, war, regulatory intervention or pandemic-related restrictions. Obligations resume when the event passes. If a force majeure event persists for 30 days and materially affects Zed's operations, Zed may suspend the affected accounts or Projects, with Project Funds to be dealt with in accordance with these Terms as soon as practicable.
- 20.2 If a change in law, regulatory requirement, banking policy, or direction from an ADI or regulator affects Zed's ability to hold or disburse Project Funds, Zed may suspend the relevant Project and deal with Project Funds in the manner reasonably required to comply with the change, which may include refunding funds, paying funds into court, or obtaining joint written instruction from the Client and Contractor. Zed will not be liable for loss arising from compliance with this clause.

21 Termination

- 21.1 Users may close their Account at any time. Zed may suspend or terminate an Account for breach of these Terms or where misuse, fraud and unlawful conduct is reasonably suspected. Termination does not affect Zed's obligation to continue to hold and release any existing Project Funds in accordance with these Terms.
- 21.2 Zed may also suspend or terminate an Account or a Project where user behaviour presents a significant safety risk, legal risk, reputational risk, or risk to the integrity of the Platform.
- 21.3 If an Account remains inactive for 12 months, Zed may suspend the Account and take reasonable steps to return any remaining Project Funds to the rightful user, subject to these Terms and law.

22 Confidentiality

- 22.1 Each party must keep confidential information obtained from the other party in connection with the Platform, including pricing information, project documentation, bank details commercial information, and any information identified as confidential (**Confidential Information**).
- 22.2 Confidential Information does not include information that:
- (a) is or becomes publicly available other than because of a breach of these Terms;

- (b) is already known to the receiving party before disclosure; or
 - (c) must be disclosed to comply with law, regulation, a court order or a request from a government authority.
- 22.3 Users acknowledge that Zed may disclose Confidential Information where reasonably required to:
- (a) operate the Platform and administer Project Funds;
 - (b) enforce these Terms; or
 - (c) comply with anti-fraud obligations and notify relevant authorities or regulators where unlawful conduct is reasonably suspected.
- 22.4 Nothing in this clause obliges Zed to mediate disputes or assess the merits of any Confidential Information provided as part of a Dispute.

23 Privacy

- 23.1 Zed collects, uses and discloses personal information in accordance with its Privacy Policy, and users consent to that handling by using the Platform and agree to comply with the Privacy Policy as amended from time to time.
- 23.2 By using the Platform and Zed's website, users also agree to any website terms of use published by Zed from time to time, to the extent they are not inconsistent with these Terms. If there is any inconsistency between these Terms and the website terms of use, these Terms prevail in relation to the holding and release of Project Funds.
- 23.3 Users acknowledge that Zed may engage third-party providers (including cloud hosting, KYC, cybersecurity providers and payment service providers) and consent to their involvement to the extent reasonably required to operate the Platform.
- 23.4 Users are responsible for retaining tax records and accounting records relevant to their Project independently of Zed.

24 General

24.1 Governing law

These Terms are governed by the laws of Victoria, Australia.

24.2 Severability

If any provision of these Terms is held invalid or unenforceable, that provision will be severed and the remainder will continue in full force.

24.3 Amendments

Zed may update these Terms from time to time. Amendments apply only to Quotes accepted after the effective date, unless parties expressly agree otherwise.

24.4 Assignment

Users may not assign rights or obligations under these Terms without Zed's written consent. Zed may assign its rights and obligations without consent, provided that no material prejudice is caused to users.

24.5 No waiver

A failure or delay by Zed in exercising any right does not operate as a waiver of that right.

24.6 Communications and Notices

Notices from Zed may be provided via email, SMS, in-Platform messages or push notifications and will be taken to be received at the time of transmission. Notices to Zed must be submitted

through the Platform or to the email address listed on the Platform.

24.7 Subcontractors and third-party providers

Zed may use subcontractors and third-party providers in the operation of the Platform and is not liable for outages or errors caused by those third parties.