Ailo

Combined Financial Services Guide and Product Disclosure Statement

Contents

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1.0 Purpose of this document and about Ailo

This document is a combined Financial Services Guide (FSG) and Product Disclosure Statement (PDS).

The purpose of this document is for you to understand the financial services that we provide and whether you would like to acquire our financial product. The document is split into two parts, the Financial Services Guide (FSG) and Product Disclosure Statement (PDS). Terms defined or incorporated in either part will apply to the other unless otherwise expressed.

Ailo Pay Pty Ltd (ABN: 13 621 914 163) (Ailo Pay, We, Us, Our) is a financial services company that operates a platform (Platform) under licence of technology from Ailo Pty Ltd (ABN: 80 603 174 714), that provides online and mobile based workflow automation capabilities for various industries including the property management industry, inclusive of the ability to process credit card and direct debit (bank account) payments.

2.0 Financial Services Guide (FSG)

Important information

This FSG has been prepared by Ailo Pay. The FSG is designed to assist you to make an informed decision about whether to use our financial services. It contains important information about:

- The financial services we provide and documents you may receive in respect of those services;
- The remuneration that we may receive for providing the financial services to you; and
- How you can make a complaint to us and how we will deal with your complaint.

Documents you may receive

You will have access to this document before you are provided with a financial service to assist you in making a decision on if you wish to acquire our service.

The PDS provides you with information about the Platform, its features, benefits, risks, costs and other relevant information and is intended to be provided to you before you decide to use the Platform.

The FSG and PDS have been combined in accordance with section 942DA of the Corporations Act. We are the operator of the Platform (under licence of technology from Ailo Pty Ltd), which provides a non-cash payment facility which facilitates the payment of goods and services..

The Platform is governed by the Ailo Pay Terms of Service (which must be accepted when you access the app) or can be obtained by contacting us or accessing them online on our web site (www.ailo.io) or in the mobile app.

You should read the Ailo Pay Terms of Service and the Privacy Policy before you decide to use the Platform. We may also publish updated guidelines and terms and conditions regarding the use of the Platform on our website from time to time.

Financial services we provide

We are the operator of the Platform and the supplier of non-cash payments capabilities integrated within the Platform.

We may provide general advice on the use of the Platform and any basic payment method you may avail of yourself within the Platform.

General advice does not take into account your personal circumstances, including your objectives, financial situation or needs. You should obtain your own independent advice if you would like advice on whether the Platform and the integrated payments capability is appropriate for your circumstances.

We are an Authorised Representative (Authorised Representative No 001280515) of Flexewallet Pty Ltd ACN 164 657 032 (AFS Licence No 448066) (Flexewallet) and are authorised to provide the following financial services to retail and wholesale clients:

- Provide general financial product advice for deposit and payment products limited to non-cash payment products'; and
- Deal (issue, apply for, acquire, vary or dispose) or arrange for another person to deal in non-cash payment products.

We provide financial services to you and, other than Flexewallet, we do not act on behalf of any other person or licensee. Flexewallet authorises the distribution of this FSG. As the authorising AFS licensee, Flexewallet remains ultimately responsible for any advice given by Ailo Pay.

How to provide us with instructions

You will be invited to access the Platform and requested to register personal information to allow us to verify you.

We may accept or reject the registration at our discretion. Any instructions in relation to a payment arrangement (i.e. setting up, amending or cancelling a payment) must be provided to us through the Platform.

If you have any issues with accessing or using the Platform, you can give us instructions or contact us for help by using the contact details set out in this document. In some cases your details may be loaded into the Platform on your behalf. In this case you will be supplied with confirmation that Ailo is processing your payments on your behalf and supplied with Ailo's Terms of Service.

How we are paid

The costs and fees associated with the Platform are set out in the PDS. Please refer to the PDS. The cost and fees are also available on our website (www.ailo.io) and highlighted to you as part of the sign up process and when each payment is processed. We do not charge any other fees or costs. We are not entitled to any other remuneration.

How our employees are paid

Our personnel are employed by Ailo Pty Ltd which then licences the platform to Ailo Pay. The employees are remunerated by way of salary and discretionary bonus that may be paid by us from time to time. Our salespeople employees are paid salary, discretionary bonuses and commissions.

The discretionary bonus or commission does not relate to financial services provided by the employees but rather is based on the individual performance of the employee (which is measured by various quantitative and qualitative factors) and our overall performance.

How Flexewallet is paid

In order to operate under Flexewallet's AFSL, we are required to pay Flexewallet fees. The fees may change from time to time at Flexewallet's discretion.

Referrals and partnership programs

We may establish partnership and referral programs with industry bodies, the general public, software providers, social media influencers, service providers, accounting practices and independent sales organisations under which those parties may refer clients to us in return for a referral fee. How this referral fee is determined will be disclosed to you by those parties at the time they make the referral. If you have not received this information, please contact us.

Remuneration disclosure

You may within a reasonable time after receiving this document (and before we provide you with any financial services) request from us additional information in relation to the remuneration we receive as a result of providing those services to you.

Complaints

We are committed to providing you with quality services. However, if you have any complaint please follow the procedure set out below:

<u>Step 1</u>

Contact us at:

- Mail: L6/215 Spring Street, Melbourne, Victoria
- Email: support@ailo.io
- Call: 02 8294 8671

Please explain the complaint in detail. We will review the complaint and, if possible, will seek to resolve it immediately. If you are happy with the outcome, you do not need to do anything further. However, if you are not happy with the outcome, please contact our Operations Manager who will review your complaint and the proposed resolution. The Operations Manager will contact you to review the complaint with the aim of resolving the issue to your satisfaction.

The Operations Managers contact details are as follows:

- Mail: L6/215 Spring Street, Melbourne, Victoria - attention Operations Manager
- Email: support@ailo.io - attention: Operations Manager
- Call: 02 8294 8671

<u>Step 2</u>

If you are not satisfied with the decision of the Operations Manager or we do not respond to you within 30 days after you make the initial complaint, you can contact the Australian Financial Complaints Authority (AFCA).

Our AFSL is a member of the AFCA, which is an independent dispute resolution scheme. You can only complain to AFCA once you have followed the procedure above.

AFCA details are:

- Telephone: 1800 931 678

- Fax: 03 9613 6399 Website:
- www.afca.org.au
- Email: info@afca.org.au
- Mail - Australian Financial Complaints Authority, GPO Box 3, Melbourne Vic 3001
- Fax - +61 3 9613 6399
- Interpreter Services - 131 450
- National Relay Services:
  - Voice Relay - 1300 555 727
  - TTY - 133 677
  - SMS Relay - +61 423 677 767

Compensation arrangements

We hold professional indemnity insurance which covers the financial services we are authorised to provide. This professional indemnity insurance complies with the requirements set out in section 912B of the Corporations Act. The insurance policy we hold is used to cover successful compensation claims that may be made against Us.

Associations and relationships

We are required to disclose any associations or relationships between us, our related entities and product providers that could reasonably be capable of influencing the financial services we provide to you. No such associations or relationships exist.

General contact for Ailo

You can contact us at:

- Mail: L6, 215 Spring Street, Melbourne CBD, Victoria 3000
- Email: support@ailo.io
- Call: 02 8294 8671
- Web site: www.ailo.io

General contact for Flexewallet

You can contact Flexewallet at

- Mail: L3, 461 Bourke Street, Melbourne CBD, Victoria 3000
- Email: info@flexewallet.com
- Call: 03 9013 0066
- Web site: www.flexewallet.com

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3.0 Product Disclosure Statement

Important Information

This Product Disclosure Statement (PDS) has been prepared by Ailo Pay.

Ailo and Flexewallet have entered an agreement for the purpose of section 911A(2)(b) of the Corporations Act 2001 under which Flexewallet offers to arrange for the non-cash payment product to be issued by Ailo Pay.

The PDS has not been lodged with the Australian Securities and Investments Commission (ASIC) and does not need to be lodged with ASIC. ASIC takes no responsibility for the contents of the PDS.

This PDS is an important document. It is intended to assist you to decide whether the Platform described in this PDS is appropriate for you. The information in this PDS has been prepared without taking into account your personal circumstances, including your objectives, financial situation or needs. Nothing is intended to constitute investment, legal, tax, accounting or other professional advice and you should seek professional advice on whether the Platform is appropriate for your particular circumstances.

The information in this PDS does not constitute an offer in any jurisdiction other than Australia. The distribution of this PDS in jurisdictions outside Australia is limited and may be restricted by law. Persons who come into possession of this PDS who are not in Australia should seek advice on any such restrictions that apply.

The information in this PDS is subject to change and is up to date. Where new information is materially adverse, we will issue a new PDS or supplementary PDS. However, where the information is not materially adverse, we will not issue a new PDS or supplementary PDS but you will be able to find the updated information on our website at www.ailo.io.

Platform

The Platform (with integrated payment processing capabilities) is a non-cash payment financial product and is regulated by the Corporations Act. It provides you with a payments facility in accordance with any payment arrangement you may have agreed.

Ailo Pay does not intend to conduct a business of the kind generally understood to constitute a “remittance business” under the Anti-Money Laundering and Counter-Terrorism Financing Act 2006.

Ailo

You will be invited to sign up to the Service. By completing the sign up process, you also agree to be bound by the Ailo Pay Terms of Service. The Terms of Service can be accessed online at the Ailo web site (www.ailo.io). The Terms of Service may change from time to time. You will be informed of all changes to the Terms of Service.

The Platform operates in the following manner:

- Ailo will invite you to access the Platform by email.
- Your invite will request you to logon and update your password and provide personal or business data to allow Ailo to verify you.
- Once logged on to the Platform you will be able to undertake a variety of payment transactions:
- If you are a Payer (i.e. a tenant, investor, real estate agent):
    - You will be able to load your nominated credit card or bank account details to make a payment
    - You will be able to pay other users directly through the Platform, including:
        - Rent
        - Bills
        - Invoices
    - You can make ad-hoc payments or you can set-up scheduled or recurring plans.
    - When you make a payment you "Top Up" a virtual wallet before these monies are transferred to a Payee.
    - All payments are recorded in your Wallet Ledger inside the Platform for your review.
- If you are a Payee (i.e. an investor, real estate agent):
    - You will be able to load your nominated settlement bank account to receive payments
    - Any payments received are held in your virtual wallet while they clear.
    - Once the payments are cleared you can request these payments to be transferred from your virtual wallet to you on an ad-hoc or on a scheduled or recurring basis.
    - All payments are recorded in your Wallet Ledger inside the Platform for your review.

In some cases:

- If you prefer not to directly access the Platform through the Ailo App, you can contact Ailo directly or via your property manager, to facilitate a transaction that you wish to make.

- If you prefer to not to use the Ailo App or access the Platform and do not wish to sign Ailo's Terms of Service you can contact your property manager to facilitate a transaction. In this case Ailo may report this transaction on behalf of the property manager but will not process the payment.
- If you wish to have Ailo facilitate the payment of your rent by a third-party, ie Centrelink's Centrepay service, then this can be arranged through your property manager if they support this capability.

Note: We may use a third-party service provider to provide us with fraud screening and identity verification services where we deem it necessary.

Funds will initially be settled and transferred from the Payer's credit or debit card, bank account or a third-party's account to the Ailo Pay Settlement Account. Those funds (once they have been cleared) are then remitted to the Payee when requested. Credit and debit card payments take up to 2 hours to clear. Bank account and third-party payments take up to 2 business days to clear.

Funds will be remitted to the Payee's nominated settlement bank account within a few minutes if their bank and bank account supports payments via the New Payment Platform (NPP), otherwise funds will be remitted overnight.

Payers or Payees are not entitled to any interest which is accrued on the funds while they are held in the Ailo Pay Settlement Account.

Key features/benefits of the Platform

The key features of the Platform are:

- Allows Users to securely set up and monitor payment arrangements
- The Platform adheres to the stringent PCI DSS standard (Payment Card Industry Data Security Standard) which is a security standard mandated by the major card schemes that seeks to maximise the protection of a Payers card details;
- The Platform operates industry accepted data security standards to protect your personal data and is highly available and reliable.

Not a Real Estate Service

Ailo operates as a Non-Cash Payment Facility that allows users to make payments directly to other users. This means, any payments made through Ailo do not pass your agent's real estate trust account. Real estate agents on Ailo are not responsible for collecting, controlling or accounting for client funds for the management of your property(s).

The Ailo Platform is not regulated as a Real Estate Agent or by the Office of Fair Trading or Consumer Affairs departments in your State or Territory. By using Ailo, you are not protected by the Real Estate indemnity or compensation funds. Instead, you are protected by Australian Securities and Investments Commission (ASIC), and Ailo's regulatory and compliance obligations as an authorised representative of an Australian Financial Services License (AFSL).

The risk of using the Platform

Although the Platform has been carefully designed, developed and operated there are still risks associated with using the Platform:

- **Adjustments or invalid transactions -** If you are a Payee there is a risk that you may be credited with funds where the payment was invalid or declined late. In this case you will be liable to us for the amount of credited funds and these may be direct debit from your nominated account.
- **Availability** - Although considerable effort has been put into ensuring the Platform is highly available there is a risk that the Platform is made unavailable due to scheduled outages for maintenance or unplanned outages caused by bugs, cyber attacks, infrastructure failures or natural disasters.
- **Counter-party risk** - We rely on Payment Facilitators to process transactions initiated through our Platform. The funds collected from those transactions are initially processed by the Payment Facilitators and then deposited into the Ailo Settlement Account which are then remitted to the Payee once cleared. Counter-party risk is the risk that the other party or parties involved in the transaction processing may default on their contractual obligations. There is a risk that we or a third-party (such as the Payment Facilitator) may default on performing their obligations to us and you. This may result in the unexpected cancellation or suspension of services or the failure to pay monies owing to the Payee. You will have a credit exposure to us and the counter parties between the time we debit the Payers account and arrange for those funds (less our fees) to the Payee's nominated settlement bank account.
- **Cyber security risk** - The Platform is available via mobile app and online. Accordingly, there is a risk that the Platform may be hacked or accessed by an unauthorised person. Like with most services that are provided via mobile and online, there is also a risk that your device from which you access the Platform will be exposed to a virus, worm, trojan horse or other harmful component.
- **Holding back funds** - Ailo Pay will hold funds processed in its Settlement Account until cleared and then remit cleared funds (less any fees) to the Payee, on their request, on a business day. However, we have the right to suspend the Platform whilst any fees,

unauthorised, invalid or charged back payments are owing to us and can debit the Payee's settlement account for amounts owed to us at any time.

- **IT risk** - Although considerable effort has been undertaken to ensure the Platform is highly available and reliable (inclusive of implementing disaster recovery capabilities) it still is reliant on the mobile networks, the internet, technical infrastructure and software operating as expected. There is a risk that the Platform will not be accessible due to a breakdown, cyber-attack, operational failure, scheduled maintenance or other similar causes to any part of the mobile networks, internet, infrastructure or software.
- **Legal risk** - By opening and holding the Platform, you have agreed to comply with the Terms of Service including the Privacy Policy. There is a risk that you may be unable to comply with these terms, in which case you will be in breach. If you breach these terms, we may enforce our rights against you, which may include terminating the Platform or taking action to recover amounts of money that we may have lost or are otherwise entitled to claim from you.
- **No interest** - As funds are required to be cleared via the Ailo Pay Settlement Account. There is no interest paid on funds being held while clearing.
- **Payment reversals and chargebacks** - There is a risk that a Payer may seek to reverse or chargeback a transaction processed by the Platform (i.e. the Payer did not authorise the transaction or the Payee did not provide the goods or services to the Payer). If you are a Payee you will be liable to us for the amount of the reversed transaction as well as any fees charged for processing the reversal.
- **Unauthorised access** - Although considerable effort has been undertaken to implement standard security and data protection practices, including the stringent compliance to PCI DSS, there is a risk of unauthorised access to the Platform. This access may be by someone within or external to your business and that person may use or view the information on the Platform or send instructions to us to amend, suspend or cancel payment arrangements. Under the Terms of Service, you will be liable for any instructions provided to us on the Platform, even if you did not authorise such instructions. It is critical that you do not divulge your username or password to the Platform to anyone and we recommend that you regularly update your password

Fees and charges

The fees and charges will be charged to you for the facilitation of property management workflow services (inclusive of payments processing). The fees and charges will be highlighted to you online when you sign up to the Platform. Fees and charges are also highlighted to you where it forms part of a transaction. You have the option to not process a transaction when these fees are displayed.

If you are a tenant, fees will be charged to you when they make a payment for rent, bills or invoices. The fees will be:

- Payment via Credit Card = 1.5% (inclusive of GST)
- Payment via Debit Card = 0.95% (inclusive of GST)
- Payment via Bank Account = 0.25% (inclusive of GST)

In some cases the real estate agent may decide to absorb the fees. The property manager will disclose this option to you before you access the Platform and the Ailo App will disclose this to you before you make a payment.

If you are an investor, fees may be charged to you when you make a payment for bills or invoices. The fees will be:

- Payment via Credit Card = 1.5% (inclusive of GST)
- Payment via Debit Card = 0.95% (inclusive of GST)

In some cases the real estate agent or Ailo may decide to absorb the fees. The property manager will disclose this option to you before you access the Platform and the Ailo App will disclose this to you before you make a payment.

If you are a real estate agent, fees will be charged to you on a customer specific basis for accessing the Platform or making a payment. We will disclose these fees to you before you sign the terms of service.

We can vary these fees and charges in accordance with our rights in the Terms of Service.

The fees and charges include:

- General service costs such as compliance, technology development, maintenance and general support
- Bank fees
- Merchant service fees
- Payment gateway fees

Note: where you elect to pay your rent or receive rent via a third-party, i.e. Centrelink's Centrepay service the third-party may charge a fee for their services.

Tax Implications

If you are a Payee the funds received by you will be treated for tax purposes in the same manner as revenue received through traditional payment methods (i.e. cash, cheques, EFT's or merchant terminal transactions).

Chargebacks and reversals may be subject to special taxation rules or concessions and you should obtain professional advice from a tax adviser with respect to these and any other special implications that the Platform may have on you.

Cooling-off rights

No cooling-off rights apply to the Platform. However, you can terminate the Service supplied by the Platform at any time. If you terminate the Platform Service, we will arrange for any outstanding transactions to be cancelled, and cleared funds remitted back to you. We will have the right to withhold amounts owing by us to you and set-off those amounts against amounts which you owe us.

Complaints

We are committed to providing you with quality services. However, if you have any complaint please follow the procedure set out above in the Financial Service Guide.

Legal terms and conditions

Key Service Providers

Ailo Pay has contracts and arrangements with the following key service providers in the provision of the Platform:

Ailo Pty Ltd

- Mail: L6/215 Spring Street, Melbourne, Victoria
- Email: support@ailo.io
- Call: +61 2 8294 8671
- Web site: www.ailo.io

Flexewallet Pty Ltd (ACN 164 657 032) AFS Licence Number 448066 - authorising AFS licensee.

- Mail: L3, 461 Bourke Street, Melbourne CBD, Victoria 3000
- Email: info@flexewallet.com

- Call: +61 3 9013 0066
- Web site: www.flexewallet.com

First Data Merchant Solutions (First Data) Pty Ltd - FiServ (ABN 51 115 245 5310) Merchant Acquiring Services entity

- Mail: 100 Mount Street, North Sydney, NSW 2060
- Email: merchantservicesau@firstdata.com
- Call: 1300 136 411 / +63 2 9959 7037

Fat Zebra Pty Ltd (ABN 89 154 014 785) Card Payment Gateway Services entity

- Mail: L2, 58-62 Kippax Street, Surry Hills, NSW 2010
- Email: support@fatzebra.com
- Call: 1300 281 640

Zepto Payments Pty Ltd (ABN 61 604 057 598) Direct Entry Services entity

- Mail: 7B, 11 Banksia Drive, Byron Bay, NSW 2481
- Email: enquiries@splitpayments.com.au
- Call: 1300 611 406

Applicable laws

Privacy - We are committed to complying with the Australian Privacy Principles established under the Privacy Act. Our Privacy Policy sets out detailed information about how, why and when personal information is collected, disclosed, used, stored and otherwise handled by us. Our Privacy Policy is available at www.ailo.io. You may request a copy of our Privacy Policy in hard copy. Our Privacy Policy sets out:

- The purposes for which we collect your personal information;
- The consequences if you don't provide your personal information to us;
- The third parties to which we disclose your personal information;
- How to access and seek correction of your personal information;
- How to complain about a breach of our obligations in respect of your personal information and how we will deal with such a complaint; and
- Whether your personal information is likely to be disclosed by us to overseas entities and in which countries these entities reside.

AML-CTF Laws - If we provide a designated service to you, the AML-CTF Laws require us to collect and verify certain identification information about you. We will collect personal information from third parties to verify your identity for this purpose as well. We may be required to disclose certain information about you to AUSTRAC. We may not be permitted to tell you when this occurs. We may also be prohibited from fulfilling our obligations to you, such as continuing to provide you with the Platform. We may also be required by the AML-CTF Laws to delay or suspend the Platform.

Terms of Service - The Terms of Service primarily govern your relationship with us in relation to the Platform. Key concepts addressed are:

- That we may or may not accept an application from you to access the Platform;
- That the provision of the Platform is interdependent with the payments processing services that will be undertaken by Ailo Pay;
- The level of functionality of the Platform will depend on the package you acquire from us. We can add to and modify the functionality of the Platform at our discretion;
- You and your authorised users will be able to arrange payment instructions through the Platform. We will receive these instructions and facilitate them accordingly. You are responsible for the actions of your authorised users, regardless of whether they are authorised to act on your behalf;
- Payment plans will be formulated on the Platform and submitted to us. You are responsible for the content of the payment plans. We aren’t obliged to inquire into the accuracy or validity of those instructions;
- Ailo Pay will collect and remit amounts payable under the payment plans. Ailo Pay will remit cleared funds (less any fees and charges) directly to the Payee’s settlement account; and
- We have the right to suspend your access to the Platform.

You are required to comply with various obligations under the Terms of Service. You should check and ensure you can in fact comply with these obligations before agreeing.

You are required to provide us with warranties. You should check to ensure that you can provide those warranties while you access the Platform. We don’t provide any warranties in relation to the Platform.

Either party can terminate the Terms of Service by providing the other with 30 days’ notice. We can also terminate immediately for cause, in the circumstances set out in the Terms of Service.

We exclude our liability to the maximum extent permitted by law, and where it can’t be excluded, limit our liability to the re-supply of the services or cost of having those services supplied again. You agree to indemnify us in the circumstances set out in the Terms of Service.

We can vary the Terms of Service at our discretion by providing you with notice of the variation. The above dot points are a summary of the key terms in the Terms of Service. they are not a substitution for the full Terms of Service. We strongly encourage you to read and understand the Terms of Service and the Privacy Policy before acquiring the Platform.

Date: 29 April 2025