Nexpay Pty Ltd

Terms and Conditions

NexPay — International Education Payments

ABN 56 153 910 984 · ACN 153 910 984 · AFSL No. 560782

Issue Date: 9 October 2026 · Version 2.2

This website is operated by Nexpay Pty Ltd (ABN 56 153 910 984, AFSL No. 560782), having its principal office at Level 12, 64 York Street, Sydney NSW 2000, Australia (NexPay). For the purposes of these terms and conditions, references to NexPay include its affiliated entities, including Nexpay Limited (United Kingdom), authorised by the Financial Conduct Authority as an Authorised Payment Institution (FRN 792784), at Building 1, Chalfont Park, Gerrards Cross, Bucks SL9 0BG, United Kingdom, and Nexpay Canada Inc. (Canada), registered with FINTRAC (MSB M18421670) and the Bank of Canada as a Payment Service Provider, at 997 Seymour Street, Vancouver, BC V6B 3M1, Canada.

These terms and conditions (this Agreement) govern your access to and use of the website at www.nexpay.com.au and any other websites operated by or on behalf of NexPay (the Site), together with any services provided by or on behalf of NexPay through the Site (the Services). By accessing, registering on, or using the Site or the Services, you agree to be bound by this Agreement, as amended from time to time. This Agreement should be read together with our Financial Services Guide (FSG), Product Disclosure Statement (PDS), Privacy Policy, Complaints & Dispute Resolution Policy and AML/CTF Policy.

NexPay may amend this Agreement from time to time by posting an updated version on the Site, with a revised issue date. It is your responsibility to review the Agreement periodically. Amendments do not affect Services that are partially completed at the time of the change but apply to new Services you use afterwards. If you are registering in a business capacity, you represent that you have authority to bind that business to this Agreement.

1. Use of the Site and Services

1.1 Registration and processing payments

1. To use the Site and Services you must create an account, and your use is conditional on verifying your identity and completing the other checks we need to meet our regulatory obligations.

2. All users are responsible for ensuring that the details recorded in the Site (including transaction details, even where entered by another party) are correct. NexPay will process payments in accordance with the details recorded in the Site and is not responsible for incorrect payments resulting from incorrect data entered by any user.

3. NexPay is not a party to the underlying transaction between users of the Services. You and the other users are responsible for recovering any funds paid to an incorrect party or otherwise addressing incorrect payments. NexPay cannot reverse a completed payment; adjustments must be processed as new transactions.

4. NexPay may enable cards as a payment method and may use third-party PCI-DSS-certified processors to receive and process card payments. If a chargeback or contestation arises, you are responsible for the chargeback amount and any associated fees, levies or penalties, and you agree to indemnify NexPay promptly for those amounts.

5. If you are making a payment: (i) you must transfer the exact amount in the payment currency shown as soon as practicable after the transaction is created; (ii) you must pay in sufficient time for cleared funds to be received within the period stated on your payment instruction; (iii) you are only taken to have paid when NexPay receives cleared funds; (iv) if you pay late, NexPay may require an additional amount to cover its additional processing costs; (v) in most cases a transaction cannot be stopped once you have paid — any stop request should be emailed to support@nexpay.com.au and, if NexPay can stop it and you ask for a refund (subject to clause 1.5), NexPay will refund the amount less a reasonable administration charge and any cost of converting the funds

back to the original currency; and (vi) NexPay is not responsible for obtaining refunds where the payment details entered are incorrect.

6. If you use the Services to receive payments: (i) you may only collect payments properly due and as permitted by law; (ii) if you process payments on behalf of another party, you must verify the payer and beneficiary details; and (iii) you may request cancellation of a transaction by emailing support@nexpay.com.au.

7. If you create links to, or integrate with, the Site or Services, you must comply with NexPay's current integration instructions, only do so from countries in which NexPay operates, only process payments for NexPay customers, obtain all necessary consents for any personal data you provide to NexPay, and immediately remove any link or integration if NexPay requests.

8. No person may use the Site or Services to make a payment to or from a person or jurisdiction where doing so would breach any law or sanctions.

1.2 How your funds are held

NexPay receives the money you pay either through its regulated collection partners or through a NexPay group entity. Payment funds are kept separate from NexPay's own operating funds:

1. All customer funds are held in NexPay treasury accounts that are segregated and kept separate from NexPay's corporate (operating) funds, and are not used to meet NexPay's general business expenses.

2. Funds for payments processed through Nexpay Limited (United Kingdom) are safeguarded with a UK-authorised bank, in accordance with the Payment Services Regulations 2017 and the FCA's safeguarding rules (CASS 15). Funds handled by Nexpay Canada Inc. are safeguarded in accordance with the Retail Payment Activities Act (Canada).

3. NexPay holds and applies the funds for the purpose of effecting the payment you have instructed and remitting them to the beneficiary you have nominated. NexPay does not pay interest on funds held pending payment unless agreed in writing. NexPay is not a bank, and funds held pending payment are not covered by the Financial Claims Scheme.

4. You are responsible for ensuring that the beneficiary and payment details you provide are accurate and complete. If funds are misdirected because of inaccurate information you supplied, NexPay will use reasonable efforts to assist in recovering them; any associated costs are your responsibility.

1.3 Right to recover funds connected with fraud

Where NexPay reasonably determines that a payment arises from fraudulent or unlawful activity, NexPay may recover the full amount, including by debiting your linked payment method, withholding amounts from upcoming transactions, or seeking reimbursement from you. You agree to cooperate fully with NexPay in recovering such amounts and to provide any information or documents reasonably requested.

1.4 Fees, charges and commissions

1. Your use of the Services is conditional on payment of the fees and charges set out on the Site or as otherwise agreed with you. The fees, exchange rate and the amount the recipient will receive are disclosed to you before you confirm a payment.

2. Banks and other financial institutions involved in a transfer may charge their own fees. NexPay is not responsible for those fees, and you should make yourself aware of them.

3. NexPay may pay commissions to, or receive commissions from, agents, providers or other third parties in connection with the Services. These arrangements do not increase the price you pay for our Services. Further detail is in our FSG.

1.5 Refunds

1. Refunds are dealt with in accordance with this Agreement.

2. NexPay is not responsible for refunding a payment made to a designated recipient unless agreed in writing between NexPay and that recipient. The recipient determines your eligibility for a refund, so you should contact the recipient directly.

3. Subject to limited exceptions, NexPay returns refunds it processes to the originating account in the originating currency. The amount you receive back may be less than the amount you paid because of exchange-rate movements and third-party fees, which NexPay does not control.

4. If you receive more than you paid because of a mistake by the recipient, NexPay or a service provider, you agree to return the excess to NexPay.

1.6 General conditions of use

You must comply with this Agreement at all times; keep your contact and account details current and accurate; ensure all information you submit is true, correct and does not infringe any third party's rights; not use the Services for any unlawful purpose; not introduce harmful code or use robots or scrapers; safeguard any confidential information you access; and not post unlawful, offensive or misleading content. You are responsible for your own systems and equipment. To the extent permitted by law, you must compensate NexPay for losses, costs and expenses (including reasonable legal costs) arising from your breach of this Agreement, your fraud or dishonesty, your failure to comply with applicable laws or required consents, or third-party claims arising from your acts or omissions, except to the extent caused by NexPay's fraud or negligence.

2. Social media

Parts of the Site, and NexPay's social-media accounts, allow user participation. Third-party platforms are governed by their own terms. If you participate, you must act responsibly, be respectful of others, and not post content that advertises other organisations, identifies other people, or that NexPay considers inappropriate. NexPay may remove content it considers in breach of this Agreement and is not responsible for content posted by users.

3. Electronic communications

NexPay may send you electronic communications relating to your use of the Services and, where permitted, about its other products and services. By registering, you consent to receiving commercial electronic messages from NexPay; you may withdraw consent at any time, although this may affect your access to secure areas of the Site. NexPay may also communicate with you by other means where needed to meet its legal obligations.

4. Security

NexPay uses reasonable measures to protect the Site and Services, but the internet is not completely secure. You must keep your login ID and password secure and change your password if you suspect it is known to anyone else. NexPay will never ask you for your password. We recommend you keep your software and anti-virus protection up to date, use secure (https) connections, log out of shared devices, and be alert to suspicious emails, attachments and links.

5. Intellectual property

The Site, the Services and their content are owned by NexPay or its licensors and are protected by intellectual-property laws. NexPay grants you a revocable licence to download, copy and print content for your personal use only. You must not otherwise copy, modify, distribute, sell, reverseengineer or commercially exploit any part of the Site, or tamper with any trade marks or notices. “NexPay” is a trade mark of NexPay; you may not use NexPay's branding without its prior written consent.

6. Confidentiality

You agree to keep confidential any information that is confidential or proprietary in nature (including the software, technology and processes on which the Site is based) and to use it only as necessary to exercise your rights or perform your obligations under this Agreement, except where the information is public through no breach by you, was already known to you without an obligation of confidence, is independently developed by you, or is authorised for release by NexPay.

7. Privacy

NexPay handles personal information in accordance with its Privacy Policy, available at www.nexpay.com.au/privacy-policy. NexPay may use cookies in connection with the Site.

8. Access, suspension and termination

NexPay may determine your eligibility for access and may suspend or terminate your access to all or part of the Site or Services at any time (other than for partly completed transactions, unless you are in breach). If your access is suspended or terminated, you remain bound by the applicable provisions of this Agreement.

9. Liability

To the extent permitted by law, the Site and Services are provided on an “as is” and “as available” basis and NexPay excludes implied warranties and limits its liability as set out in this clause. Nothing in this Agreement excludes, restricts or modifies any consumer guarantee, right or remedy that cannot lawfully be excluded (including under the Australian Consumer Law). To the extent permitted by law, NexPay is not liable for consequential, special, incidental, indirect or punitive loss; and where NexPay is found liable for loss that cannot be excluded, its liability is limited, at its option, to resupplying the relevant part of the Services or paying the reasonable cost of resupply. These limitations do not exclude NexPay's liability for its own fraud or for liability that cannot be excluded by law.

10. Reference material

The materials on the Site are provided for general information only and do not constitute personal financial product advice. Any advice is general only and does not take account of your objectives, financial situation or needs. Before acting, you should read the relevant disclosure documents (including the FSG and PDS) and seek your own professional advice. To the extent permitted by law, NexPay does not warrant that the materials are accurate, complete or current and accepts no liability for their use.

11. Other information about the Site

The Site may contain links to third-party sites that are not under NexPay's control and that NexPay does not endorse or warrant; your use of those sites is at your own risk. NexPay may make changes to the Site at any time, subject to the express rights in this Agreement. Each disclaimer, indemnity, exclusion and limitation is given for the benefit of NexPay and its related bodies corporate, licensors and contractors.

12. General

This Agreement is governed by the laws of New South Wales, Australia, and you submit to the nonexclusive jurisdiction of its courts; card-processing services provided by a third-party processor may be governed by the laws of the processor's jurisdiction. NexPay may seek urgent injunctive relief to protect its confidential information or intellectual property. A failure or delay in exercising a right is not a waiver. If a provision is invalid or unenforceable it is read down or severed, and the rest of the Agreement continues. NexPay is not liable for non-performance caused by circumstances beyond its reasonable control. You may not assign your rights or obligations without NexPay's prior written consent. Provisions relating to privacy, confidentiality, intellectual property, indemnities, warranties and accrued rights survive termination. This Agreement is the entire agreement between the parties on its subject matter.

13. Questions and feedback

If you have questions or feedback about this Agreement, please email support@nexpay.com.au.