

Bolt Global Trading Remittance Terms & Conditions

1. INTRODUCTION

1.1 These Remittance Terms & Conditions (“Remittance T&Cs”) govern your use of the remittance services provided by Bolt Global Trading Pty Ltd (“BGT”, “we”, “us”, or “our”). By accessing or using our services, you agree to comply with these Remittance T&Cs.

1.2 “Agreement” means the contract formed between you and BGT by these Remittance T&Cs, the Account Application Form, and any Transaction Confirmation.

2. ACCOUNT AND ELIGIBILITY

2.1 You must complete the Account Application Form to access Remittance Services.

2.2 You warrant that all information provided is true, complete, and accurate.

2.3 Only individuals or entities legally capable of entering into binding contracts under Applicable Law may hold an Account.

3. USE OF REMITTANCE SERVICES

3.1 You may use Remittance Services to transfer funds to Beneficiaries in accordance with the instructions you provide (“Instructions”).

3.2 You must not use the Remittance Services for unlawful purposes, including money laundering, terrorism financing, or any illegal activity.

3.3 You are responsible for ensuring that the Instructions are complete and accurate.

4. PAYMENTS AND FEES

4.1 You agree to pay all applicable fees, charges, and taxes relating to the use of Remittance Services (“Remittance Fees”).

4.2 Settlement Amounts must be funded in accordance with the specified Source Currency and Payment Methods.

4.3 All payments must be cleared before BGT processes Transactions.

5. TRANSACTION PROCESSING

5.1 Transactions will be processed according to your Instructions and in compliance with Applicable Law.

5.2 BGT may delay or refuse Transactions if it reasonably believes it is required under Applicable Law, regulatory obligations, or if there is a Force Majeure Event.

5.3 BGT is not responsible for delays caused by third-party financial institutions or Beneficiary banks.

6. REPRESENTATIONS AND WARRANTIES

6.1 You represent and warrant that:

- All information provided to BGT is true, accurate, and complete;
- You have full authority to perform Instructions;
- Transactions do not violate any law or third-party rights;
- You will comply with these Remittance Terms and Conditions at all times.

7. INDEMNITY

7.1 You agree to indemnify, defend, and hold BGT and its associates harmless from any claims, Losses, damages, or costs arising from:

- Your breach of these Remittance T&Cs;
- Your wrongful use of Remittance Services;
- Violation of any law or third-party rights;
- Any third-party access to your Transactions.

7.2 You further indemnify BGT for all liabilities incurred in enforcing your obligations or protecting BGT's rights, including legal costs, losses, and loss of profits.

7.3 For clarity:

- If funds are sent incorrectly due to our mistake, liability is limited to crediting the Beneficiary the expected Transaction Amount;
- If we refuse to process any Transaction, liability is limited to refunding funds held on your behalf.

8. SURVIVAL

8.1 Indemnities under these T&Cs survive termination of your Account or any Transaction.

9. DEFAULT

9.1 Events of Default include, but are not limited to:

- Insolvency or bankruptcy;
- Death or incapacity;
- Failure to make payments;
- Breach of obligations or misrepresentation;
- Manipulation of pricing or Transactions;
- Non-responsiveness to BGT communications;
- Abnormal trading conditions or regulatory requirements;
- Deterioration of financial circumstances;
- Changes in trustee arrangements or breaches of trust.

10. ACTIONS ON DEFAULT

10.1 Upon an Event of Default, BGT may:

- Require immediate payment;
- Terminate the Agreement;
- Close or convert Transactions;
- Suspend or close your Account;
- Impose restrictions;
- Offset amounts owed.

10.2 BGT shall not be liable for Losses arising from actions taken under this section.

11. TERMINATION AND FORCE MAJEURE

11.1 Either party may terminate these T&Cs with written notice. Termination does not affect existing Transactions or obligations.

11.2 BGT may terminate immediately if there is reason to believe you provided false information, engaged in illegal activity, are under investigation, or an Insolvency Event occurs.

11.3 Force Majeure: BGT is not liable for delays or failures caused by circumstances beyond its control, including wars, natural disasters, cyber-attacks, strikes, or government actions.

12. PAYMENTS ON TERMINATION OF TRANSACTIONS

12.1 If BGT terminates any open Transaction, it will calculate the AUD equivalent of each Transaction's mark-to-market value ("Close Out Amount") and net amounts owed to determine the "Termination Payment."

12.2 Payments under this section must be made within two Business Days after notice.

13. USE OF INFORMATION, PRIVACY, AND DISCLOSURE

13.1 BGT complies with the Privacy Act and Australian Privacy Principles. By using Remittance Services, you consent to BGT's collection, use, and disclosure of your information in accordance with the Privacy Statement.

13.2 You indemnify BGT for Losses arising from your actions that cause BGT to breach privacy laws.

13.3 You may withdraw consent by contacting BGT at support@boltgrouptrading.com.au.

14. COMMUNICATION AND NOTICES

14.1 Communications may be provided electronically via the Money Transfer System and are deemed received when sent on a Business Day.

14.2 You must notify BGT of changes in ownership, address, financial institution, or Beneficiary information within three Business Days.

14.3 BGT is not liable for undelivered communications due to incorrect contact information.

15. MARKET DISTURBANCE NOTICE

15.1 BGT may issue a Market Disturbance Notice if market conditions are severely disrupted.

15.2 While such a notice is in effect, obligations are suspended, and alternative arrangements may be negotiated.

16. OTHER IMPORTANT TERMS

16.1 **No Waiver:** Failure to exercise rights is not a waiver.

16.2 **Governing Law:** These T&Cs are governed by New South Wales law; NSW courts have exclusive jurisdiction.

16.3 **Severability:** Invalidity of any provision does not affect the remainder.

16.4 **Variation:** BGT may amend T&Cs at its discretion with notice on its website.

16.5 **Assignment:** You may not assign your rights without consent; BGT may assign freely.

16.6 **Entire Agreement:** These T&Cs constitute the complete agreement.

17. INTERPRETATION AND DEFINITIONS

17.1 **Interpretation:** Defined terms are capitalised. Conflicts: Applicable Law prevails over T&Cs, Transaction Confirmation prevails over T&Cs.

17.2 Key Definitions:

Account means the profile established by BGT for you under these Remittance T&Cs to receive the Remittance Services.

Account Application Form means the application form which you are required to complete and submit to us for the purposes of using the Remittance Services.

Agreement has the meaning given to it in section 1.2.

AML/CTF Laws means the Anti-Money Laundering and Counter-Terrorism Financing Act 2006 (Cth) and all regulations, rules, and instruments made under that Act.

Applicable Law means any statute, regulation, rule, subordinate legislation, or other document enforceable under any statute, regulation, rule, or subordinate legislation.

Associate(s) means:

- a person who is an officer, employee, agent, representative or associate of a party;
- a Related Bodies Corporate of a party;
- a person who is an officer, employee, agent, representative or associate of a Related Body Corporate of a party; and
- Any third-party service provider, including the officer, employee, agent, representative, or associate of the third-party service provider engaged by a party.

AUD means Australian Dollars.

AUSTRAC means the Australian Transaction Reports and Analysis Centre.

Authorised User means person(s) authorised to transact on your behalf and appointed in accordance with section 12.

Beneficiary means you or any payee designated by you

Beneficiary Account means the account owned by the corresponding Beneficiary in relation to which you provide us with Delivery Instructions.

Business Day means a day on which commercial banks are open for ordinary banking business (including dealings in foreign exchange) in the places specified by BGT for that purpose (generally including the jurisdiction in which an Instruction was initiated and executed).

Client or **you** means the person, body corporate, firm, partnership, joint venture, sole trader or other business entity requesting the Remittance Services and defined in the Account Application Form together with its subsidiaries, affiliates, successors and/or assigns, as well as its officers, directors, employees and agents.

Corporations Act means the Corporations Act 2001 (Cth).

Delivery Instructions means all information required by BGT to be provided by you to us whereby we are directed to deliver your funds to a Beneficiary, including, without limitation, information required to be collected by Applicable Law.

Force Majeure Event means any occurrence or non-occurrence as a direct or indirect result of which a party is prevented from or delayed in performing any of its obligations (other than a payment obligation) under these Remittance T&Cs and that is beyond the reasonable control of that party, including forces of nature, industrial action and action or inaction by a government agency or body.

Insolvency Event means any of the following:

- an order is made that a corporate client be wound up;
- an application is made to a court for an order:
 - (i) that a corporate client be wound up;
 - (ii) appointing a liquidator or provisional liquidator for a corporate client;
- a liquidator, provisional liquidator or controller is appointed to a corporate client;
- a resolution is passed to appoint an administrator to a corporate client;
- you enter into a deed of company arrangement or propose a reorganisation, moratorium or other administration involving all or any of your creditors;
- a corporate client is dissolved or wound up in any other way;
- you are or state that you are unable to pay your debts as and when they fall due;
- you are or state that you are insolvent;

- you seek or obtain protection from any of your creditors under any legislation;
- you become insolvent or commit an act of bankruptcy or your estate comes within the law dealing with bankrupts;
- a bankruptcy petition is presented in respect of you or, if a partnership, in respect of one or more of the partners, or if a company, a receiver, trustee, administrative receiver or similar officer is appointed;
- if execution is levied against your business or your property and is not removed, released, lifted, discharged or discontinued within twenty-eight (28) days;
- you seek a moratorium or propose any arrangement or compromise with your creditors;
- any other event having substantially the same legal effect as the events specified in paragraphs (a) to (m) above;
- any security created by any mortgagee or charge becomes enforceable against you and the mortgagee or charge takes steps to enforce the security or charge;
- any indebtedness of you or any of your Related Bodies Corporate becomes immediately due and payable, or capable of being declared so due and payable, prior to its stated maturity by reason of your default or the default of any of your subsidiaries, or you or any of your subsidiaries fail to discharge any indebtedness on its due date;
- you fail to comply with any obligations under these Remittance T&Cs or any Transaction;
- any of the representations or warranties given by you are, or become, untrue; or we consider it necessary for our own protection or the protection of our Associates.

Instruction means a request by you for BGT to provide Remittance Services, including any request for Remittance Services using any of the methods as outlined in section 15.1.

Loss or Losses means direct and consequential financial losses, damages, costs, judgments, penalties, fines, expenses, legal and accounting fees and expenses, costs of investigation, settlements, court costs, and other expenses of litigation, as well as fees and expenses and losses not related to litigation or legal process and lost profits.

Market Disturbance Notice has the meaning given to it in section 15.

Money Transfer System means any internet or electronic system BGT makes available to you which allows you to access the Remittance Services through an interface or protocol or application programming interface, including but not limited to our Website, the API and App, any client portals or payment platform, and any electronic services provided by us.

Privacy Act means the Privacy Act 1988 (Cth), as amended from time to time.

Related Bodies Corporate has the meaning given in the Corporations Act.

Remittance Services mean remittance services, content, features, technologies or functions offered by us and all related websites, applications (including the App), and remittance services (including the Website and API). Please note that Remittance Services means remittance only services and does not include any financial services.

Settlement Amount means the total amount, including the cost of currency acquisition as well as any fees and charges you owe to BGT, less any prepayment and or other additional payment relating to the Transaction held by BGT. If the Settlement Amount is paid to BGT electronically, you agree that the Settlement Amount shall not be recallable by you without BGT's prior written consent.

Settlement Date means the date specified as such in the Transaction Confirmation.

Social media channels refer to a variety of technologies that facilitate the sharing of ideas and information among their users, including but not limited to WeChat, Facebook, WhatsApp, Viber, Instagram, and TikTok.

Source Currency means the currency with which you fund your Transaction.

Target Currency means the currency that your Beneficiary will receive.

Tax/Taxes means taxes, imposts, duties, levies, charges, fees, withholdings, and deductions imposed by statute or any government or governmental authority (including, but not limited to, land tax, stamp duty, goods and services tax, transaction duties, fines and penalties, except if imposed on income).

Transaction(s) include, but are not limited to, transactions of a type negotiated by BGT involving SGX which fall under the Remittance Services, entered into between BGT and you after the date of these Remittance T&Cs.

Transaction Amount means the total amount requested by you to be transferred to the Beneficiary.

Transaction Confirmation means a document issued by BGT that sets out the material details of a Transaction.

Website means <https://boltglobal.com.au/>

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Bolt Global Trading 汇款服务条款

2025 年 10 月版本

1. 引言

1.1 本汇款条款及细则（下称「汇款条款及细则」）适用于阁下使用 Bolt Global Trading Pty Ltd（以下简称「BGT」）提供的汇款服务。访问或使用我们的服务，即表示您同意遵守这些汇款条款和条件。

1.2 “协议”是指您与 BGT 之间通过本汇款条款和条件、账户申请表和任何交易确认书签订的合同。

2. 账户和资格

2.1 您必须填写账户申请表才能使用汇款服务。

2.2 您保证所提供的信息都是真实、完整和准确的。

2.3 只有根据适用法律合法有能力签订具有约束力的合同的个人或实体才能持有账户。

3. 汇款服务的使用

3.1 您可以使用汇款服务根据您提供的指示（“指示”）向收款人转账。

3.2 您不得将汇款服务用于非法目的，包括洗钱、恐怖主义融资或任何非法活动。

3.3 您有责任确保汇款指令说明完整准确。

4. 付款和费用

4.1 您同意支付与使用汇款服务相关的所有适用费用、收费和税费（“汇款费用”）。

4.2 结算金额必须按照指定的来源货币和付款方式进行资金。

4.3 在 BGT 处理交易之前，必须结清所有付款。

5. 交易处理

5.1 交易将根据您的指示并遵守适用法律进行处理。

5.2 如果 BGT 有理由认为适用法律、监管义务要求或存在不可抗力事件，则 BGT 可以延迟或拒绝交易。

5.3 BGT 对第三方金融机构或收款银行造成的延误不承担任何责任。

6. 陈述和保证

6.1 您声明并保证：

提供给 BGT 的所有信息都是真实、准确和完整的；

您拥有执行交易指令的全部权力;
交易不违反任何法律或第三方权利;
您将始终遵守这些汇款条款和条件。

7. 免责

7.1 您同意保障、保护并使 BGT 及其关联公司免受因以下原因引起的任何索赔、损失、损害或费用:

- 您违反了这些汇款条款和条件;
- 您不当使用汇款服务;
- 违反任何法律或第三方权利;
- 任何第三方访问您的交易。

7.2 您进一步赔偿 BGT 在执行您的义务或保护 BGT 权利时产生的所有责任, 包括法律费用、损失和利润损失。

7.3 为清楚起见: 如果由于我们的错误而导致资金发送错误, 则责任仅限于将预期交易金额记入收款人; 如果我们拒绝处理任何交易, 则责任仅限于退还代表您持有的资金。

8. 有效性

8.1 本条款及细则项下的赔偿在您的账户或任何交易终止后仍然有效。

9. 违约

9.1 违约事件包括但不限于:

- 资不抵债或破产;
- 死亡或丧失行为能力;
- 未能付款;
- 违反义务或虚假陈述;
- 操纵定价或交易;
- 对 BGT 通信没有反应;
- 异常交易条件或监管要求;
- 财务状况恶化;
- 受托人安排的变更或违反信托。

10. 违约处理应对

10.1 在发生违约事件时, BGT 可以:

- 要求立即付款;
- 终止协议;
- 关闭或转换交易;

- 暂停或关闭您的帐户;
- 限制;
- 抵消欠款金额。

10.2 BGT 对因根据本节采取的行动而造成的损失不承担任何责任。

11. 终止和不可抗力

11.1 任何一方均可在书面通知后终止本条款和条件。终止不会影响现有的交易或义务。

11.2 如果有理由相信您提供了虚假信息、从事非法活动、正在接受调查或发生破产事件，BGT 可能会立即终止。

11.3 不可抗力：BGT 对因战争、自然灾害、网络攻击、罢工或政府行为等超出其控制范围的情况而造成的延误或故障不承担任何责任。

12. 交易终止时的付款

12.1 如果 BGT 终止任何未结交易，它将计算每笔交易按市值计价的澳元等值（“平仓金额”）和欠款净额，以确定“终止付款”。

12.2 根据本节付款必须在通知后两个工作日内支付。

13. 信息的使用、隐私和披露

13.1 BGT 遵守《隐私法》和《澳大利亚隐私原则》。使用汇款服务，即表示您同意 BGT 根据隐私声明收集、使用和披露您的信息。

13.2 您免责 BGT 因您违反隐私法的行为而造成的损失。

13.3 您可以通过联系 BGT 撤回同意，联系方式：support@boltgrouptrading.com.au。

14. 沟通和通知

14.1 通信可以通过汇款系统以电子方式提供，并在工作日发送时被视为已收到。

4.2 您必须在三个工作日内将所有权、地址、金融机构或受益人信息的变更通知 BGT。

14.3 BGT 对因联系信息不正确而导致的未送达通信承担责任。

15. 市场骚乱通知

15.1 如果市场状况受到严重干扰，BGT 可能会发布市场骚乱通知。

15.2 在这种通知生效期间，义务被暂停，并可协商替代安排。

16. 其他重要条款

16.1 不弃权：不行使权利不构成弃权。

16.2 适用法律：这些条款和条件受新南威尔士州法律管辖；新南威尔士州法院拥有专属管辖权。

16.3 可分割性: 任何条款的无效不影响其余部分。

16.4 变更: BGT 可自行决定修改条款和条件, 并在其网站上发出通知。

16.5 转让: 未经同意, 您不得转让您的权利;但 BGT 可以自由转让。

16.6 完整协议: 这些条款和条件构成完整的协议。

17. 解释和定义

17.1 解释: 定义的术语加下划线。冲突: 适用法律优先于条款和条件, 交易确认优先于条款和条件。

17.2 关键定义:

- 账户指 BGT 根据本汇款条款和条件为您建立的接收汇款服务的个人资料。
- 账户申请表指您为使用汇款服务而需要填写并提交给我们的申请表。
- 协议具有第 1.2 节中赋予的含义。
- 反洗钱/反恐怖融资法是指 2006 年《反洗钱和反恐融资法》(联邦) 以及根据该法制定的所有法规、规则和文书。
- 适用法律是指根据任何法规、法规、规则或附属立法可执行的任何法规、法规、规则、附属立法或其他文件。
- 相关方是指:
 - 1) 作为一方的高级职员、雇员、代理人、代表或联系人的人;
 - 2) 一方的关联法人团体;
 - 3) 作为一方相关法人团体的高级人员、雇员、代理人、代表或联系人的人;和
 - 4) 任何第三方服务提供商, 包括一方聘请的第三方服务提供商的高级职员、雇员、代理人、代表或关联公司。
- AUD 是指澳元。
- AUSTRAC 指澳大利亚交易报告和分析中心。
- 授权用户是指根据第 12 条授权代表您进行交易并指定的人员。
- 收款人 指您或您指定的任何收款人
- 受益人账户指相应受益人拥有的账户, 您向我们提供交付指示。
- 营业日指商业银行在 BGT 为此目的指定的地点 (通常包括发出和执行指示的司法管辖区) 进行普通银行业务 (包括外汇交易) 的一天。
- 客户或阁下指要求汇款服务的个人、法人团体、商号、合伙企业、合伙企业、合资企业、独资经营者或其他商业实体, 并在账户申请表中定义, 连同其附属公司、联属公司、继承人及/或受让人, 以及其高级职员、董事、雇员及代理人。
- 《公司法》是指《2001 年公司法》(联邦)。交付说明是指 BGT 要求您向我们提供的所有信息, 以便我们指示将您的资金交付给受益人, 包括但不限于适用法律要求收集的信息。

- 不可抗力事件是指由于直接或间接导致一方无法或延迟履行其在本汇款条款下的任何义务（付款义务除外）且超出该方合理控制范围的任何事件或未发生事件，包括自然力量、工业行动以及政府机构或机构的作为或不作为。
- 破产事件是指以下任何一项：下令将公司客户清盘；向法院申请以下命令：（i）将公司客户清盘；（ii）为法团客户委任清盘人或临时清盘人；为公司客户任命清盘人、临时清盘人或控制人；通过决议任命企业客户的管理人；您订立公司安排契约或提议重组、暂停或其他涉及您所有或任何债权人的管理；公司客户以任何其他方式解散或清盘；您是或声明您无法在到期时偿还债务；您是或声明您资不抵债；您根据任何法律寻求或获得任何债权人的保护；您资不抵债或实施破产行为，或者您的遗产属于处理破产人的法律范围；破产呈请是针对您，如果是合伙企业，则针对一名或多名合伙人提出，或者如果任命了公司、接管人、受托人、行政接管人或类似人员；如果对您的企业或财产征收执行，并且未在二十八（28）天内被移除、释放、解除、解除或终止；您寻求暂停或提出与债权人的任何安排或妥协；与上文段所指明的具有基本相同法律效力的任何其他事件；任何抵押权人或押记设定的任何担保对您具有强制执行效力，并且抵押权人或押记采取措施强制执行担保或押记；阁下或阁下任何关连法人团体的任何债务，因阁下或阁下任何附属公司违约，或阁下或阁下任何附属公司未能于到期日清偿任何债务，而于其规定到期前立即到期及应偿付，或可宣布到期及应偿付；您未能遵守本汇款条款及细则或任何交易下的任何义务；您提供的任何陈述或保证是或成为不真实的；或我们认为有必要保护我们自己或保护我们的员工。
- 指示是指您要求 BGT 提供汇款服务的请求，包括使用第 15.1 节中概述的任何方法对汇款服务的任何请求
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