

CoinSpot Pay

Terms and Conditions

Effective date: 20 October 2026

Issuer

Casey Block Services Pty Ltd trading as CoinSpot
ACN 619 574 186
AFSL 562554
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These Terms govern your use of CoinSpot Pay. Please read them carefully, together with the Product Disclosure Statement for CoinSpot Pay, before you use the service.

1. About these Terms

1.1. These Terms govern CoinSpot Pay issued to CoinSpot Account holders. CoinSpot Pay is issued by Casey Block Services Pty Ltd ACN 619 574 186, AFSL 562554, trading as CoinSpot (**CoinSpot**, **we**, **us**, **our**).

1.2. These Terms apply to Account Payments you make through CoinSpot Pay.

1.3. By making an Account Payment through CoinSpot Pay, you expressly represent and warrant that you have accepted these terms and conditions.

1.4. The CoinSpot Terms also apply. These Terms add to the CoinSpot Terms. If there is an inconsistency between them about a payment made through CoinSpot Pay, these Terms prevail to the extent of the inconsistency.

1.5. We also issue CoinSpot Pay to Participating Retailers, so they can accept payments through it. Participating Retailers can accept Account Payments and, in addition, payments from people who are not CoinSpot customers, using Supported Crypto Assets sent from an External Wallet (**Wallet Payments**). The facility we issue to Participating Retailers is governed by a separate Merchant Services Agreement. These Terms do not apply to Participating Retailers or to Wallet Payments, and we do not have a contract or customer relationship with any person who makes a Wallet Payment.

1.6. You should read these Terms together with the PDS, our FSG and the TMD for CoinSpot Pay. They are available at www.coinspot.com.au/cspay.

1.7. You accept these Terms when you choose CoinSpot Pay at a Participating Retailer's checkout and continue with a payment. We show a link to these Terms in the CoinSpot Pay checkout.

1.8. In these Terms, **you** and **your** mean the account holder. If the account holder is a company, the trustee of a trust or another entity, any person who uses CoinSpot Pay on its behalf acts as its agent, and anything that person does is taken to have been done by the account holder. Where a provision applies to the person making a payment with CoinSpot Pay, it applies to the individual who makes the payment, whether that is you or a person acting on your behalf.

2. Who can use CoinSpot Pay

2.1. To use CoinSpot Pay:

(a) you must hold a CoinSpot Account that we have verified;

(b) the person making a payment must be at least 18 years old and, if you are not an individual, authorised to act on your behalf;

(c) you must be an Australian resident;

(d) neither you nor the person making a payment may be a person named on a sanctions list, or owned or controlled by such a person; and

(e) you must give us any information we ask for to meet our legal obligations.

2.2. You are responsible for every payment made by a person acting on your behalf. We may ask for evidence of a person's authority at any time.

2.3. You and the person making a payment confirm that these requirements are met each time a payment is made.

3. Our role

3.1. CoinSpot Pay is a non-cash payment facility. We issue it to you, and to Participating Retailers (see clause 1.4). It lets you use Supported Crypto Assets to pay for an Order.

3.2. Orders are priced by the Participating Retailer in Australian dollars.

3.3. We determine the amount of the Supported Crypto Asset required to pay the Participating Retailer for your Order, inclusive of any fee that applies under clause 7. We then pay that amount to the Participating Retailer on your behalf.

3.4. Each Participating Retailer chooses whether it receives payment from us in Australian dollars or crypto assets.

3.5. We do not supply the goods or services you buy. The Participating Retailer is responsible for your Order.

3.6. Participating Retailers are not our agents or authorised representatives. They cannot make promises, give advice or agree to anything on our behalf.

3.7. CoinSpot Pay is an execution-only service. We do not provide any general advice, or any recommendation, about whether paying with CoinSpot Pay is appropriate for you, or which crypto asset you should pay with. You must decide for yourself whether CoinSpot Pay is right for you.

4. Quotes and the checkout window

4.1. When you choose CoinSpot Pay, we open a checkout. The checkout stays open for a limited time. A timer on screen shows how long you have left.

4.2. We show you the Quoted Rate and the crypto amount for your chosen Supported Crypto Asset.

4.3. The Quoted Rate and the crypto amount are fixed while the checkout is open.

4.4. If the checkout closes before your payment is made, the quote lapses. You will need to start again. The new Quoted Rate and crypto amount may be different.

4.5. We may decline to give a quote, or cancel a quote before you pay, if:

(a) the market for a Supported Crypto Asset is disrupted, illiquid or moving sharply;

(b) there is a technical error affecting the Quoted Rate; or

(c) clause 11 applies.

5. Account Payments

5.1. To make an Account Payment, you:

(a) choose CoinSpot Pay at the Participating Retailer's checkout;

(b) log in to your CoinSpot Account and pass any security checks we require;

(c) choose the Supported Crypto Asset you want to pay with;

(d) check the Payment summary; and

(e) select Confirm Payment before the checkout closes.

5.2. When you select Confirm Payment, you give us a binding instruction. You authorise us to:

(a) take the crypto amount and the CoinSpot Fee from your CoinSpot Account; and

(b) pay the transaction value to the Participating Retailer on your behalf in satisfaction of the amount owing by you for your Order.

5.3. You must hold enough of the chosen Supported Crypto Asset in your CoinSpot Account to cover the crypto amount and the CoinSpot Fee. If you do not, we will not process the payment.

5.4. Crypto assets that are pending, locked or subject to a restriction under the CoinSpot Terms cannot be used for an Account Payment.

5.5. The security requirements in the CoinSpot Terms apply to Account Payments. This includes the requirement to keep your login details and two-factor authentication secure.

6. When a payment is complete

6.1. A payment is complete when it is approved and confirmed on the checkout page with the Participating Retailer.

6.2. Once your payment is complete:

(a) you will be taken to have paid the amount quoted by the Participating Retailer for your Order;

(b) you will receive a confirmation and a receipt from the Participating Retailer in Australian dollars.

6.3. A completed payment cannot be cancelled or reversed through CoinSpot Pay. Blockchain transfers cannot be reversed by anyone once they are sent.

6.4. Chargebacks are not available for payments made through CoinSpot Pay.

7. Fees and the Quoted Rate

7.1. We charge a CoinSpot Fee on each Account Payment. The CoinSpot Fee is 1% of the transaction value. It is shown in the Payment summary and is taken from your CoinSpot Account when you confirm the payment.

7.2. The Quoted Rate includes our spread. The spread is not charged separately. It is reflected in the crypto amount shown to you before you pay.

7.3. The fees we charge represent the total cost of our services, including all applicable taxes payable in Australia.

8. Refunds and problems with your Order

8.1. Refunds are not paid through CoinSpot Pay. If you want a refund, you must ask the Participating Retailer directly.

8.2. Any refund is paid by the Participating Retailer under its own refund policy and outside CoinSpot Pay. Refunds are paid in Australian dollars. You will not receive your crypto assets back.

8.3. We do not refund the CoinSpot Fee if a Participating Retailer refunds your Order.

8.4. Problems with your Order, such as delivery, faulty goods, returns or the price charged, are a matter for the Participating Retailer. These Terms do not affect your rights against the Participating Retailer under the Australian Consumer Law.

8.5. If we receive a complaint about your Order, we will pass it to the Participating Retailer within 5 Business Days and tell you we have done so.

9. Limits

9.1. We may set limits on the value of a payment, the number of payments you can make, or the total you can pay over a period.

9.2. We show current limits on our website or at checkout. We may change them at any time. We may, in our discretion, allow a payment that exceeds a limit.

10. Your obligations

10.1. You must:

(a) give us information that is true, accurate and complete, and keep it up to date;

(b) check the Payment summary or the checkout details carefully before you pay; and

(c) tell us immediately if you think a payment was made without your authority or there is an error.

10.2. You must not:

(a) use CoinSpot Pay for any unlawful purpose, including money laundering, terrorism financing, fraud, sanctions evasion or illegal gambling;

(b) use CoinSpot Pay on behalf of anyone other than the account holder, or allow anyone other than a person authorised under clause 2.1(b) to use it on your behalf;

(c) knowingly or recklessly give us false, misleading or incomplete information;

(d) take advantage of an error, glitch or loophole in CoinSpot Pay;

(e) interfere with the security or operation of CoinSpot Pay or the CoinSpot platform; or

(f) copy, reverse engineer or scrape any part of CoinSpot Pay.

11. AML/CTF, sanctions and other legal obligations

11.1. We may have obligations under various laws, including the AML/CTF Act, the Corporations Act, the Privacy Act and other laws, rules and regulations (together, our **Legal Obligations**).

11.2. You must participate in, and cooperate with, the steps we take to meet our Legal Obligations. You must promptly give us any information, documents or assistance we ask for to comply with our Legal Obligations.

11.3. Any information you give us must be true, accurate and complete.

11.4. We screen customers, wallet addresses and transactions. We may, at any time, do any of the following if we consider it necessary to comply with our Legal Obligations:

(a) refuse to process a payment;

(b) cancel a payment;

(c) reverse a payment, where it is possible to do so;

(d) delay, suspend or block a payment;

(e) hold or freeze crypto assets you have sent;

(f) impose conditions on a payment, including limits or further verification before the payment is completed; or

(g) suspend or restrict your access to CoinSpot Pay.

11.5. We may also exercise any of the powers in clause 11.4 if:

(a) you do not comply with clause 11.2;

(b) we suspect fraud, unauthorised access or other unlawful activity;

(c) you breach these Terms or the CoinSpot Terms;

(d) there is a technical or operational problem that prevents us from completing the payment;

(e) we reasonably believe there is a security, regulatory or operational risk; or

(f) we are required to do so by a court, regulator or law enforcement agency.

11.6. We may report information about you or a payment to AUSTRAC or other authorities. We may be prohibited by law from telling you that we have done so, or why we have acted under this clause.

11.7. If we are required to hold or freeze crypto assets, we will not return them until we are permitted to do so by law.

11.8. If we refuse, cancel, reverse or suspend a payment, we are not required to honour the Quoted Rate later.

12. Unauthorised and mistaken payments

12.1. We are not a subscriber to the ePayments Code. Your rights for unauthorised and mistaken payments are set out in this clause.

12.2. You must keep your CoinSpot Account login details, two-factor authentication and email account secure. You must tell us immediately if you think any of them have been compromised. Where you are not an individual, you must ensure that only persons authorised to act on your behalf have access to your login details.

12.3. You are liable for an Account Payment made using your login details, unless:

(a) the loss was caused by our fraud, gross negligence or wilful misconduct, or by a fault in our systems; or

(b) the law provides otherwise.

12.4. If we make an error in processing a payment, such as taking the wrong crypto amount, we will correct it once we become aware of it.

12.5. If you receive crypto assets or funds from us in error, including because of a glitch, you must tell us and return them. We may recover them from your CoinSpot Account. We will tell you before we do so.

13. Liability

13.1. To the maximum extent permitted by law, we do not guarantee the quality, performance or fitness for purpose of CoinSpot Pay, or the completeness, accuracy or currency of statements, representations and information of others (including data, reports and analyses) provided through CoinSpot Pay. We will not be liable to any person for any direct, indirect, consequential or other loss, damage, liability, claim or expense (however caused, including due to negligence or breach of contract) which may arise out of, or in connection with, the use of CoinSpot Pay or the use of or reliance on information contained on or linked to CoinSpot Pay.

13.2. To the maximum extent permitted by law, the total aggregate financial liability of the Indemnified Parties to you, whether in contract, tort, statutory liability or otherwise, is limited to supplying CoinSpot Pay again or paying the cost of having CoinSpot Pay supplied again.

13.3. We do not provide any warranty in relation to your use of CoinSpot Pay. We do not warrant that the information displayed in CoinSpot Pay is up to date, accurate or complete.

13.4. CoinSpot Pay does not provide information to help you evaluate whether you should use, buy, sell or hold crypto assets. We give no warranties or guarantees, and accept no liability (except that which cannot be excluded by law), in relation to the statements, representations and information of others (including data, reports and analyses) displayed in CoinSpot Pay.

13.5. You should independently satisfy yourself as to the information provided through CoinSpot Pay. You agree to use CoinSpot Pay at your sole risk and on an “as is” basis.

14. Indemnity

14.1. To the maximum extent permitted by law, you agree to indemnify, defend and hold harmless CoinSpot and each of its associated entities, directors, officers, affiliates, employees, service providers, members, representatives and agents (the **Indemnified Parties**) from and against all claims, demands, actions, suits, proceedings, liabilities, losses, damages, penalties, fines, expenses and costs (including reasonable legal costs awarded by a court) which arise out of or relate to:

(a) your conduct and your use of CoinSpot Pay;

(b) your breach of these Terms or our Privacy Policy;

(c) your breach of any law, regulation or rule;

(d) your breach of our copyright, intellectual property, trade secrets, patents, trademarks, service marks or any other proprietary right under law;

(e) your failure to secure or keep secret your CoinSpot Account password;

(f) any information you provide to us through CoinSpot Pay;

(g) any damage you may cause to CoinSpot Pay, to any CoinSpot customer, to any Participating Retailer or to any other person; or

(h) any right we exercise under these Terms.

14.2. This indemnity includes liability relating to intellectual property rights, defamation and breaches of privacy.

15. Changes to these Terms

15.1. We may amend, modify, add to or delete these Terms at our discretion. Those changes apply to your use of CoinSpot Pay as soon as they are published at www.coinspot.com.au or displayed in the CoinSpot Pay checkout, whether or not you are aware of them.

15.2. Each payment you make is subject to the most current version of these Terms as at the date of that payment.

15.3. The version of these Terms published on the date you view them supersedes all prior versions.

16. Communications

16.1. We will communicate with you electronically. We may use the email address and contact details held for your CoinSpot Account.

16.2. We will never ask you for your password or two-factor authentication codes. We will never send you a link asking you to log in or to send crypto assets. If you are unsure whether a message is from us, contact us before you act on it.

17. Complaints

17.1. If you have a complaint about CoinSpot Pay or a payment you made through it, please contact us at support@coinspot.com.au or by LiveChat via our website and our mobile application. Please include your payment reference if you have one.

17.2. We will deal with your complaint in accordance with our Complaints Policy, which is available on our website.

17.3. If you are not satisfied with our response, or you do not receive a response within 30 calendar days, you may refer your complaint to the Australian Financial Complaints Authority (**AFCA**). AFCA's contact details are www.afca.org.au, info@afca.org.au and 1800 931 678. Time limits apply.

17.4. Complaints about your Order should be made to the Participating Retailer.

18. Privacy

18.1. Any personal information we collect about you through CoinSpot Pay will only be used and disclosed by us in accordance with our Privacy Policy, available at www.coinspot.com.au/privacy.

18.2. By using CoinSpot Pay, you agree to provide us with current, accurate and complete information, including any personal information, and to keep that information up to date.

18.3. You authorise us to make enquiries to verify your identity, either directly or through third parties, in order to protect CoinSpot Pay, our customers and Participating Retailers against fraud and to comply with our Legal Obligations. You represent and warrant that the information you provide to us is correct and up to date.

18.4. When you choose CoinSpot Pay, the Participating Retailer gives us details of your Order and your contact details. We give the Participating Retailer the information it needs to confirm your payment.

18.5. We may provide your personal information, or any other information such as your IP address or wallet address, if requested by a law enforcement agency or government agency.

19. Tax

19.1. By using CoinSpot Pay, you accept that it is your responsibility to determine whether, and to what extent, any taxes apply to the payments you make through CoinSpot Pay. It is also your responsibility to seek professional tax advice in relation to those payments.

19.2. We do not provide any tax advice, and we take no responsibility for any tax that applies to you.

20. Intellectual property

20.1. We grant you a non-exclusive, revocable and non-transferable licence to use the software on a server controlled by us for the sole purpose of accessing and using CoinSpot Pay.

20.2. All information, graphics, data, prices, charts and any other material displayed on or available through CoinSpot Pay (**Platform Material**), and all the underlying source code and software, is owned or used under licence by us, except where expressly stated in these Terms or elsewhere in CoinSpot Pay.

20.3. CoinSpot Pay, all Platform Material and any intellectual property which vests in either of them is protected by copyright. You may download and print content from CoinSpot Pay for your own personal purposes only. You must not publish, adapt, communicate to the public, distribute to third parties, amend or make any other copy of information in CoinSpot Pay without our prior written consent, or otherwise do anything which would infringe our intellectual property rights.

20.4. All trademarks, registered trademarks, product names, logos and company names displayed in CoinSpot Pay are either owned by us or displayed under licence or with permission from the owner. Third party marks, logos and names, including those of Participating Retailers, remain the property of their respective owners.

20.5. Reference in CoinSpot Pay to any company, product, service, brand or offer does not constitute or imply endorsement, sponsorship or recommendation by us or the respective trademark owner.

21. General

21.1. We may stop offering CoinSpot Pay, or stop offering it at a particular Participating Retailer, at any time. This does not affect a payment that is complete.

21.2. We may subcontract any part of CoinSpot Pay. We remain responsible to you for CoinSpot Pay.

21.3. We may assign or novate our rights and obligations under these Terms to a related body corporate or to a purchaser of our business, if the change does not adversely affect your rights. We will tell you if we do so. You may not assign your rights under these Terms.

21.4. If any part of these Terms is invalid or unenforceable, it is read down or severed. The rest of these Terms continue to apply.

21.5. If we do not exercise a right under these Terms, that is not a waiver of that right.

21.6. These Terms are governed by the laws of Victoria. You and we submit to the non-exclusive jurisdiction of the courts of Victoria.

22. Definitions

In these Terms, unless the context requires otherwise:

“Account holder” means the person, company, trustee or other entity that holds the CoinSpot Account used to make a payment.

"Account Payment" means a payment made through CoinSpot Pay using Supported Crypto Assets held in your CoinSpot Account.

"AML/CTF Act" means the Anti-Money Laundering and Counter-Terrorism Financing Act 2006 (Cth) and the rules and regulations made under it.

"Business Day" means a day other than a Saturday, Sunday or public holiday in Victoria.

"CoinSpot Account" means your account with us on the CoinSpot platform.

"CoinSpot Fee" means our fee for processing an Account Payment, as set out in clause 7.

"CoinSpot Pay" means the non-cash payment facility issued by us that lets you pay Participating Retailers with Supported Crypto Assets held in your CoinSpot Account. We also issue CoinSpot Pay to Participating Retailers so that they can accept payments, as described in clause 1.4.

"CoinSpot Terms" means our Terms of Use that govern your CoinSpot Account, available at www.coinspot.com.au/terms.

"Corporations Act" means the Corporations Act 2001 (Cth).

"Crypto amount" means the amount of a Supported Crypto Asset needed to pay for your Order, calculated at the Quoted Rate.

"External Wallet" means a crypto asset wallet or exchange account outside CoinSpot, from which a Wallet Payment is sent.

"FSG" means our Financial Services Guide.

"Indemnified Parties" has the meaning given in clause 14.

"Legal Obligations" has the meaning given in clause 11.

"Merchant Services Agreement" means the agreement between us and a Participating Retailer under which we issue CoinSpot Pay to it.

"Order" means the goods and services you buy online from a Participating Retailer in a single checkout, including delivery, applicable taxes and any other charges included in the AUD amount payable shown in the CoinSpot Pay checkout.

"Participating Retailer" means an online retailer to which we issue CoinSpot Pay under a Merchant Services Agreement, so that it can accept payments through CoinSpot Pay.

"Payment Address" means the blockchain address we generate for a Participating Retailer to receive a single Wallet Payment.

"Payment summary" means the details we show you before you confirm an Account Payment, including the crypto amount, the CoinSpot Fee and the AUD amount payable.

"PDS" means the Product Disclosure Statement for CoinSpot Pay.

"Platform Material" has the meaning given in clause 20.

"Privacy Act" means the Privacy Act 1988 (Cth).

"Privacy Policy" means our privacy policy, available at www.coinspot.com.au/privacy.

"Quoted Rate" means the indicative rate we show you equivalent to the AUD amount payable for your Order in a Supported Crypto Asset, which includes our spread.

"Supported Crypto Asset" means each crypto asset we accept through CoinSpot Pay from time to time. For Account Payments, these are shown at checkout.

"Terms" means these CoinSpot Pay Terms and Conditions.

"TMD" means the Target Market Determination for CoinSpot Pay.

“Transaction value” means the AUD amount payable for your Order, as set by the Participating Retailer.