

# Financial Services Guide



V 1.0-SendFX  
01 July 2022

## Financial Services Guide ('FSG')

### Service provider information

FSG version:	1.0
FSG Issue date:	01 July 2022
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The above service provider(s) is/are an authorised representative of:	
Australian Financial Services Licensee:	SendFX Limited ('Send') (ACN 617 647 220, AFSL No. 509635)
Licensee contact details:	<p><b>Address:</b> 10 Rawlins Street Southport QLD 4215</p> <p><b>Tel:</b> +61 7 56 195 700</p> <p><b>Email:</b> info@sendpayments.com</p> <p><b>Website:</b> www.sendpayments.com</p>

### Purpose

This FSG is issued by PEXA – AR No. 1294465.

In this FSG 'us', 'we' and 'our' refers to each of the above representatives unless otherwise specified. We are each an authorised representative of Send. The individuals referred to above are employees of PEXA.

This FSG contains important information to assist you in making an informed decision about whether to utilise our services. The purpose of this guide is to provide you with material information to assist you in deciding

whether to use our services, including the following information:

- who will be providing the services and how you can contact us;
- the kinds of financial services offered;
- who we are acting for;
- what documentation we will provide to you;
- how we and others are remunerated;
- any relevant relationships that may result in a conflict of interest;
- our compensation arrangements;
- our privacy obligations;
- how you can make a complaint and how complaints are dealt with.

If you need further information, please contact Send at [info@sendpayments.com](mailto:info@sendpayments.com). Send has authorised the distribution of this FSG.

## About Send

### Australian Financial Services Licence ('AFSL') Authorisation

Send is the holder of an AFSL (Licence No. 509635), and is authorised pursuant to this licence to carry on a financial services business to:

- a. provide general financial product advice for the following classes of financial products:
  - i. deposit and payment products limited to non-cash payment products; and
  - ii. foreign exchange contracts;
- b. deal in a financial product by:
  - i. issuing, applying for, acquiring, varying or disposing of a financial product in respect of the following classes of financial products:
    - (A) deposit and payment products limited to non-cash payment products; and
    - (B) foreign exchange contracts; and
  - ii. applying for, acquiring, varying or disposing of a financial product on behalf of another person in respect of the following classes of products:
    - (A) deposit and payment products limited to non-cash payment products; and
    - (B) foreign exchange contracts where money is made available or cause to be made available to a person nominated by the client; and
- c. make a market for foreign exchange contracts – limited to foreign exchange contracts where money is made available or caused to be made available to a person nominated by the client;
 

to retail and wholesale clients.

### Send's Services

Send provides the following services:

- general advice regarding its financial products;
- dealing and wallet services for foreign exchange spot and delayed transactions and contracts; and
- market-making services in respect of its foreign exchange products.

### Methods of providing Services

When utilising Send's services, Send may accept instructions from you in person, by telephone, online via the Send platform, or by another method mutually agreed by you and Send, including via any Send-developed products such as an API.

## About us

We are authorised by Send (as its authorised representative) to, in respect of Send's products, provide general advice on, and arrange, non-cash payment products and foreign exchange products to retail and wholesale clients.

You can contact us, including to provide us with instructions, via the details set out at the beginning of this FSG.

## Who do Send act for?

Unless advised to the contrary, Send act for you as principal when providing its services. Where a client is made up of more than one person, Send acts for those persons jointly unless mutually agreed to the contrary. We act on behalf of Send to arrange those services.

## Documentation

If we offer to arrange the issue of a financial product for you, we will also provide you with, or pass on to you, a Product Disclosure Statement which will outline key information about the relevant product so you can make an informed decision about whether to purchase the product.

Send will also provide important documentation to you to assist in the provision of its services and to help you make informed decisions.

These may include:

- Terms and Conditions that you will be required to accept prior to utilising Send's services and that will apply to every transaction you make while using the services; and
- confirmation documentation in regards to transactions you make;

Copies of the Terms and Conditions and Product Disclosure Statement are also available on Send's website, or by email request to [info@sendpayments.com](mailto:info@sendpayments.com).

## General advice warning

We and Send will only ever provide you with general advice regarding any transaction you enter into with Send. This advice will not take into account your personal situation and objectives or your specific financial circumstances.

Accordingly, you will need to make your own assessment as to whether the services are appropriate for you. We recommend that you take all necessary steps to understand the risks and implications of utilising the services and obtain independent advice from a licenced professional regarding the suitability of the services for you prior to retaining Send's services.

While we and Send will take all reasonable steps to ensure the information and general advice provided is accurate and reliable, we make no representations about the accuracy, completeness or currency of any information or general advice given. No responsibility is assumed regarding the accuracy, completeness or currency of any information or general advice provided, by us, Send or by its directors, employees, officers, agents, associates, contractors or sub-contractors.

## Send's record keeping obligations

Send will maintain accurate records of all transactions entered into and any advice given. Send may record telephone calls and retain those recordings in accordance with its call recording and data retention policies. These recordings may be used for training purposes and in the event that there is a dispute with you or otherwise in accordance with Send's Privacy Policy.

## Remuneration, commission and benefits

### Send's income

Send is generally remunerated for its services from profit generated from the spread applied to foreign currency exchange transactions ('margin'). That is, the difference between the wholesale market rate that Send purchases from its liquidity providers, and the trade price which is then sold and provided to you. Send's income is incorporated into the exchange rates quoted to you and is not an additional fee.

Send's margin and subsequent profit amount will vary depending on the currency, the market, and arrangements it enters into with third parties, including liquidity provider/s. Send's staff and representatives receive remuneration from Send and may receive commission for assisting you with providing

Send's services. The calculation of commission varies depending on the staff member or representative, their role and experience.

### **Third party transaction and processing fees**

While Send does not charge any fees for the use of its services, in some instances transaction and processing fees may be charged by third party banks. For example, where payment failure or intermediary bank fees are charged. These fees are set and charged by the third-party provider without notice to Send and will be passed on to you.

Third party transactions and processing fees are outside Send's control will vary depending on the relevant charge and the third party.

In addition to the above, Send may from time to time and at its sole discretion integrate certain pay-in methods which attract a third-party fee for use. These fees are the cost charged by the third-party pay-in service provider to utilise that pay-in method and may be passed on to you. These fees will vary but are typically a set fee or a percentage of the value transferring (or a combination of both) - Send does not set the fees or make any profit on the fees. Send will display the fee to you at the point of transfer so you can decide whether to proceed with that pay-in method. You can opt out of paying these fees by utilising a pay-in method that does not attract fees (for example by paying via PayID).

### **Our income**

PEXA receives a portion of any profit generated in relation to each transaction that we arrange. The amount received will vary on each transaction depending on a number of factors including the rate achieved, the costs incurred to service the transaction (including third party costs) etc. 30% of Send's net revenue generated for each transaction we arrange.

### **Referral Agreements**

Send or PEXA may enter into referral agreements with partners and pay commission to those partners in respect of referrals made by them. Commission structures will vary depending on the partner, but will typically be calculated as a percentage of the net profit generated by each transaction made by a client referred by the partner.

### **Particulars of commissions**

You may request further particulars of commission or other benefits payable in respect of the services, however this request must be made within a reasonable time after being given this Financial Services Guide and before any service identified in this guide is provided to you.

### **Conflict of interest disclosure**

Subject to any further disclosures outlined in the Product Disclosure Statement or this FSG, neither we nor Send have any relationships or associations which might influence us or result in a conflict when providing you with the services.

### **Professional indemnity insurance**

Send's professional indemnity insurance complies with the requirements for compensation arrangements outlined under section 912B of the *Corporations Act 2001* (C'th), and applies to claims made for loss or damage suffered because of legislative breaches by Send or its representatives (including representatives that no longer work for Send).

## Privacy

Your privacy is important to Send and PEXA. We are committed to complying with our legislative obligations under the *Privacy Act 1988* (C'th) and all other relevant regulations, and we have implemented policies to safeguard your information, including secure data storage and access procedures, and technology-based security and access mechanisms.

By agreeing to Send's Terms and Conditions, you agree and consent to Send's use of your personal information in the manner outlined under its Privacy Policy, which is available on Send's website. Send will not otherwise disclose your personal information without your consent.

If you have any concerns regarding the use of your Personal Information or Send's Privacy Policy, or would like to receive a copy of Send's Privacy Policy please contact Send at [info@sendpayments.com](mailto:info@sendpayments.com).

## Complaints handling

Send has an internal dispute resolution process in place to handle any concerns or complaints that you may have as quickly and fairly as possible.

In the first instance, any concerns or complaints you have should first be raised with your usual contact at Send. If the matter is not resolved to your satisfaction, you may escalate your complaint in writing to Send's management team (using the contact details for Send at the beginning of this FSG) who will conduct an investigation and attempt to resolve the matter or provide a final response within 30 days, or such other time period that is reasonably necessary having regard to the circumstances.

If, after 30 days you are not satisfied with the outcome of our internal investigation you have the right to complain to the Australian Financial Complaints Authority ('AFCA'). AFCA is an approved external dispute resolution scheme of which Send is a member, and provides an independent financial services dispute resolution process which is free for consumers.

You can contact AFCA as follows:

Australian Financial Complaints Authority  
GPO Box 3, Melbourne VIC 3001

**Tel:** 1800 931 678 (free call)

**Email:** [info@afca.org.au](mailto:info@afca.org.au)

**Website:** [www.afca.org.au](http://www.afca.org.au)