

ISHTAR PTY LTD

Terms and conditions of using our Remittances Services

1. Ishtar Pty Ltd may, in certain circumstances, use another Correspondent and or Wallet Provider's eco system to make the payment. These intermediaries, in their efforts to complete your transaction might have to conduct KYC, due diligence, store your personal information to open virtual accounts and PayID. Ishtar undertakes to secure that these accounts are used only for the purpose of facilitating your transaction and complete your instructions. We understand the privacy concerns and undertake reasonable steps to make sure that this information is not used for purposes other than their original intended purpose.
2. Funds transferred overseas by us should be available for Payment to the beneficiary within a reasonable time from us accepting your instructions.
3. Whilst all reasonable measures will be taken to ensure that your monies have been remitted with care, that one or more intermediaries are involved in this process of transferring monies, we will not be liable for any costs, losses or damages if a delayed payment occurred and or not deliverable at all whilst our employees have acted in good faith on your instructions. We limit our liability to maximum of refund of your proceeds paid in as soon as we receive an intimation from our correspondents that a payment to the contrary is not affected on the other end.
4. We collect, store and conduct, screening for international and national sanctions and for any information that might classify our customers into an increased risk, you warrant that by you signing this terms and condition automatically consent to such procedures, this includes that we may engage third parties to or make use of external systems and subscribed capabilities to complete these obligations.
5. You warrant that you would make reasonable attempt to update or let us know any change to your personal information, including name, address, nationality, Identification documents like Drivers Licence and contact details, you also warrant that you would let us know when you move out of your current residence to an overseas location for an extended period other than holidays.
6. To be compliant with the regulatory framework that is in effect and the amendments, issuance of circulars, release of guidelines and change in interpretations in the legislative and or regulatory framework may put us in a position to effect stricter controls and adherence to further checks to make sure that our associates, our customers and their beneficiaries do not misuse our channels for any unlawful purposes.
7. We may contact you and or the beneficiary to confirm your instructions or requiring further clarity on your identity, collect information on the source of funds, legitimacy of the destination of final credit and may ask you to undertake further actions in relation to this transaction.
8. In some limited circumstances, we may be able to stop or cancel a transfer of funds. Where it is applicable, we may not be able to provide complete information about the circumstances of refusal of the transaction or asset freezing in compliance with the tipping off provisions that we are bound by.
9. You agree to provide all information to us; that are required for us to reasonably comply with any law in force in Australia or any other country.
10. You agree that we may disclose any information that you provide where required by any law enforcing agency in Australia and or any other country.
11. You declare and undertake to us that the payment of monies to the beneficiary in accordance with your instructions will not breach any law in Australia or any other country.
12. You declare that the monies involved in this transaction were acquired from legitimate sources and this transfer is for legitimate business or household requirements only. You also understand that remitting monies to unknown persons promising unrealistic, too good to be true performances may not only result in complete loss of funds but may also relate you to the crime they are involved indirectly because you have funded that.
13. Where we collect any personal information in connection with your application, we do so to carry out your instructions and to comply with applicable laws. We may disclose that information to the beneficiary's bank or any relevant Government authorities. We act in strict accordance with the Principles of National Privacy Commission, and we do not use any of your private information to promote our business and or other associates unless you have specifically asked us to contact in future with promotional information.

14. You assume full responsibility for correctness of Full Name, Bank account details. You agree to compensate us where this data incorrectness involves loss of our money, relieve us from liability if your money is lost in case of a transaction is lost or credited into a wrong account and that was due to wrong information you have provided.
15. By signing this Application for an account opening for our services, you acknowledge and agree that:
 - (a) You have read and understood these terms and conditions and agree to be bound by them.
 - (b) You warrant and confirm that all particulars you have provided to us in connection with this application are true and correct.
 - (c) In order to complete a transfer and or stored value transfer including foreign exchange request, it will be necessary for us to transfer certain Personal information including your name and address to a recipient outside of Australia. You consent to such transfer.
 - (d) You are bound by the regulatory framework of Anti-Money Laundering and Counter Terrorism Act of Commonwealth of Australia, Electronic Transactions Act 2000 and any cross-border equivalent of these in the cross-border locations you intend to transfer to.
16. An electronic acceptance by clicking accept means and holds equivalent of signing a hard copy of this terms and conditions page and your electronic remittance applications. In certain cases, we would have sent you email with this terms and conditions and if we have not received an objection to this within 14 days. It can be assumed that you have accepted these terms and conditions and therefore remain binding on both parties.
17. You warrant that you hold legal right to transfer funds electronically from an account from which you do such transfer for the purpose of doing this transaction, any violation from this rule is your sole responsibility and claims arising out of such wrongdoing will amount to a rise of a debt due from you and you may face usual consequences of professional collection and or charges.
18. A Proof of Payment you send us is evidence on which we rely on and execute this transaction.
19. An Electronic instruction should always accompany with a contra referenced Proof of Payment, failure to attach a proof of payment or failure to make payment in time will empower us to hold this transaction until a payment is made or if there are variation in rate, then to cancel the transaction altogether, the discretion is ours.
20. You understand it is your responsibility to make sure your email attachments do not contain viruses and you communicate to us through your registered email, communications from any other email will not be considered authentic.