



Ariana Exchange Pty Ltd – Terms & Conditions

Ariana Exchange Pty Ltd (ABN 64 605 127 115)

Trading as Ariana Exchange

AUSTRAC Remittance Registration No. 100482130

Last Updated: 20/11/2025

Jurisdiction: State of Victoria, Australia

Clause 1 – Parties and Scope

1.1 These Terms & Conditions (“Terms”) govern the use of services provided by Ariana Exchange Pty Ltd (“Ariana Exchange”, “we”, “us”) to all customers (“Customer”, “you”).

1.2 These Terms apply to all currency exchange, digital currency exchange, money transfer, or related services offered by Ariana Exchange.

1.3 By initiating a transaction, the Customer acknowledges full acceptance of these Terms.

Clause 2 – Definitions

2.1 For the purpose of these Terms:

- **2.1.1 Ariana Exchange / Ariana:** The licensed entity providing currency exchange and money transfer services.
- **2.1.2 Customer:** Any individual or entity instructing Ariana Exchange to execute a transaction.
- **2.1.3 Recipient:** The individual or entity receiving funds.
- **2.1.4 Transaction / Transfer:** Sending, receiving, or exchanging money using Ariana Exchange services.



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- **2.1.5 Confirmed Receipt:** Funds fully received and cleared into Ariana Exchange's account.
- **2.1.6 Intermediary Bank:** Any financial institution involved in processing a transaction between the sender and recipient.
- **2.1.7 Fraudulent Activity:** Any attempt to deceive, manipulate, or commit illegal acts for personal or third-party gain.
- **2.1.8 Digital Currency / Cryptocurrency:** Any electronic form of currency, including but not limited to Bitcoin, Ethereum, Tether and other blockchain-based assets.

Clause 3 – Compliance with Australian Law and AUSTRAC

3.1 Ariana Exchange operates under Australian Anti-Money Laundering and Counter-Terrorism Financing (AML/CTF) laws.

3.2 Identity verification is mandatory for all Customers and Recipients.

3.3 Ariana Exchange may request additional documentation to verify the legitimacy of any transaction.

3.4 All the transactions will be reported to AUSTRAC as required by law.

3.5 Customers must provide accurate personal and transactional information.

3.6 Ariana Exchange reserves the right to refuse, delay, or cancel any transaction if required for regulatory compliance.



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Clause 4 – Customer Obligations

4.1 Customers must ensure all transaction information is accurate, including recipient name, account details, and reference information.

4.2 Payments must originate from the Customer's own bank account.

4.3 Customers must not attempt to bypass Ariana Exchange verification procedures.

4.4 Any fraudulent or unauthorized activity may result in transaction reversal, account suspension, or reporting to authorities.

4.5 Customers must comply with all applicable laws in their jurisdiction and the recipient's jurisdiction.

Clause 5 – Transaction Orders and Instructions

5.1 All transactions must be coordinated with Ariana Exchange prior to fund deposit.

5.2 Funds must be deposited exactly as instructed, including account numbers, payment reference, and timing instructions.

5.3 Deposit instructions are valid only for the period specified by Ariana Exchange (e.g., 3 hour from issuance or until 3 PM same day).

5.4 Ariana Exchange is not responsible for delays or errors caused by incorrect customer information.

5.5 Transactions are processed on a first-received, first-processed basis and may be subject to internal verification.

5.6 Ariana Exchange reserves the right to split transactions or apply additional verification steps to ensure compliance.



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Clause 6 – Exchange Rates, Fees, and Charges

6.1 Exchange rates are determined before and at the time of allocating the bank account details to you to finalise the payments and won't be changed by market turbulence.

6.2 Ariana Exchange is not liable for fees deducted by intermediary banks.

6.3 Refunds or cancellations may incur fees covering lost profit and administrative costs and might take up to 10 business days.

6.4 Customers are responsible for any taxes, duties, or charges imposed by the recipient jurisdiction.

Clause 7 – Payments by Ariana Exchange

7.1 The orders and Funds are confirmed and transferred only after confirmed receipt of the payments in the country of origin.

7.2 Standard transfer times: 2–4 business days for transactions up to AUD 100,000.

7.3 Missing, delayed, or blocked funds must be reported within 2 business days.

7.4 Ariana Exchange acts as an intermediary; blocked or confiscated funds remain the Customer's responsibility.

7.5 Ariana Exchange is not responsible for third-party fraud, scams, or unauthorised access during the transfer process.

7.6 Settlement Methods: Transactions may be processed via pooled accounts, intermediary banks, or customer-to-customer channels. Customers consent to these settlement methods upon initiating the transaction.



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Clause 8 – Digital Currency Exchange

8.1 Digital currency transactions are final and irreversible.

8.2 Prices of digital currencies are volatile; Ariana Exchange is not responsible for market fluctuations.

8.3 Minimum and maximum transaction limits apply and will be communicated before transaction execution.

8.4 Compliance with AML/CTF verification is mandatory for all digital currency transactions.

8.5 Customers acknowledge that digital currency transactions may be subject to additional delays due to blockchain confirmation times or technical issues.

Clause 9 – In-Store Currency Collection

9.1 Customers must present the same valid ID used during transaction initiation when collecting currency in-store.

9.2 Signature and ID details may be retained for compliance purposes.

9.3 Uncollected orders after 90 days are treated as unclaimed money in accordance with the law.

9.4 Ariana Exchange reserves the right to refuse collection if verification requirements are not met.

Clause 10 – Cancellations and Refunds

10.1 Cancellation requests are accepted before funds are transferred and may incur fees.

10.2 Transactions already sent cannot be cancelled.

10.3 Refunds are processed after internal review and deduction of applicable charges.



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10.4 Refund amounts may vary due to exchange rate fluctuations.

Clause 11 – Liability and Indemnity

11.1 Ariana Exchange is not liable for indirect, special, or consequential damages.

11.2 Customers indemnify Ariana Exchange for any loss, damage, or expense arising from fraudulent, illegal, or non-compliant activity.

11.3 Liability is limited to the transaction amount unless required by law.

11.4 Ariana Exchange is not responsible for delays caused by natural disasters, technical failures, or government actions.

Clause 12 – Privacy and Data Protection

12.1 Customer information is collected, used, and stored in accordance with Ariana Exchange's Privacy Policy.

12.2 Customers may request access, correction, or deletion of personal information.

12.3 Data may be transferred internationally for compliance purposes.

12.4 Data retention follows legal and regulatory obligations.

Clause 13 – Dispute Resolution

13.1 Complaints must first be submitted through Ariana Exchange official channels.

13.2 Disputes will be handled in accordance with Australian law and internal resolution procedures.



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13.3 International customers agree to resolve disputes internally prior to seeking external legal action.

13.4 Any disputes that cannot be resolved amicably will be resolved in the courts of Victoria.

Clause 14 – Force Majeure

14.1 Ariana Exchange is not liable for delays or failures caused by events beyond reasonable control, including natural disasters, government restrictions, or technical failures.

Clause 15 – General Provisions

15.1 These Terms are governed by Australian law.

15.2 If any provision is found invalid, the remaining provisions remain effective.

15.3 Initiating a transaction constitutes acceptance of these Terms.

15.4 All intellectual property belongs to Ariana Exchange; unauthorised copying or distribution is prohibited.

15.5 Returned funds are converted at the prevailing exchange rate on the date of return.

15.6 Customers must exhaust all internal dispute resolution processes before pursuing legal action.

END OF SECTION



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