
Wediate Terms of Service Rental Deposit – Property Transactions Division

1. Introduction

Wediate Pty Ltd (ABN: 39 677 609 540) ("Wediate", "we", "our") provides a holding account service to facilitate secure financial transactions between two parties — the Tenant and the Landlord (collectively, "Users") — in connection with residential and commercial property transactions.

These Terms of Service ("Terms") govern the use of Wediate's platform and services for all property-related holding account transactions, including security deposits, rent prepayments, and combined payments.

By registering for a Wediate Holding Account, initiating a transaction, or participating in any transaction involving a Wediate Holding Account, you agree to be bound by these Terms.

2. Scope of Service

2.1 Types of Funds Held

Wediate may be used to hold and facilitate the release of:

- Security deposits
- Rent prepayments (e.g. first month, multiple months upfront)
- Combined payments (deposit + rent)

Wediate operates as a single in / single out transaction system. It is not intended to manage ongoing or recurring rental payments.

2.2 Allocation of Funds

Where a single transaction includes multiple components (e.g. deposit + rent), both parties must clearly define:

- The total amount being transferred
- The portion allocated to the deposit
- The portion allocated to rent or other payments

This allocation must be clearly documented in the transaction email and/or agreement.

2.3 Treatment of Funds

- The deposit portion will be handled in accordance with the agreed refund conditions.
- The rent portion is considered a non-refundable payment once the release is approved, unless otherwise explicitly agreed in writing.

In the event of cancellation, dispute, or failure scenario:

- Deposit and rent portions may be treated differently in accordance with the agreed terms.
- Wediate will not infer or assume allocation if it has not been clearly defined by both parties.

If allocation is unclear, Wediate reserves the right to delay release until clarification is provided.

3. Agreement Requirement & Acceptance of Terms

Before any transaction is initiated, the Tenant and Landlord must agree on:

- Property details
- Rental period
- Deposit amount
- Refund conditions

A written agreement must exist, whether in the form of an external lease or a Wediate-provided template. Where possible, Wediate should be copied into the agreement communication.

3.1 Mandatory Transaction Email Requirements

The transaction email between Tenant and Landlord should clearly state:

- Property address
- Rental period
- Deposit amount
- Whether the deposit is refundable or non-refundable
- Any agreed conditions for refund or forfeiture

Both parties acknowledge that it is their joint responsibility to ensure these terms are clearly agreed prior to payment.

Once the Tenant transfers funds into the Wediate Holding Account:

- Both parties are deemed to have accepted the agreed transaction terms.
- Minor omissions or unclear details do NOT invalidate the agreement.

However:

- Wediate reserves the right to delay or withhold release of funds if key terms are unclear or disputed.
- Funds will only be released once sufficient clarity or mutual agreement is established.

This clause exists to ensure fairness, not to provide a mechanism for either party to withdraw from a valid agreement.

3.2 Acceptance of Terms of Service (All Parties)

The party creating the holding account ("Initiating Party") must accept these Terms of Service during account setup. Both parties will be required to accept the Terms of Service upon first login to the Wediate platform via a mandatory checkbox confirmation.

In addition:

- Use of the Wediate platform, including depositing funds, receiving funds, or participating in a transaction, constitutes acceptance of these Terms of Service.

Failure by either party to formally attach or resend the Terms of Service via email does NOT invalidate acceptance. Wediate operates multiple acceptance touchpoints, and users agree that participation in a transaction confirms their acceptance of these Terms.

Wediate is not responsible for enforcing the underlying rental agreement itself.

4. Account Registration

Any individual or entity may register for a Wediate Holding Account in connection with a property transaction. During registration, Users must provide:

- Full legal name (as it appears on a government-issued identification document)
- Email address
- Phone number (including country code)
- Tax identification number or equivalent (e.g. ABN/ACN for Australian entities, NPWP for Indonesian entities, or equivalent national tax identifier where applicable)
- Business or trading name (if applicable)
- Bank account details, including institution name, account number, and any applicable international routing information (e.g. SWIFT/BIC, IBAN, or local equivalent)
- Nature of use (e.g. residential tenancy, villa rental, commercial lease)
- Government-issued identification (via follow-up verification process; accepted forms include passport, national identity card, or equivalent)

Where a User is a foreign national or non-resident, Wediate may request additional documentation to satisfy identity and compliance requirements. Wediate reserves the right to accept or decline registration at its sole discretion.

All Users must accept these Terms at the time of registration.

5. Deposit Payment Process

The deposit payment process is as follows:

1. Either party may initiate the transaction and share Wediate holding account details.
2. The receiving party must verify the holding account details via the Wediate platform using the reference number provided.
3. The paying party transfers the deposit to the verified Wediate holding account.
4. Wediate confirms receipt and notifies both parties.

Important: Users must only rely on holding account details verified within the Wediate platform. Wediate is not responsible for funds sent to incorrect or unverified accounts.

Funds remain held until valid release approval is received in accordance with Clause 6.

6. Release Approval

CRITICAL CLAUSE: Deposit release can ONLY be approved via the Tenant's logged-in Wediate account. No approval = No release.

The following are NOT valid forms of release approval:

- Email confirmations
- WhatsApp or other messaging confirmations
- Verbal agreements

Once release is approved via the Tenant's logged-in account:

- The decision is final and irreversible.
- Wediate is authorised to release funds immediately.
- Funds cannot be recovered once released.

No external communication overrides this rule.

7. Key Exchange Protocol

Prior to approving release, the Tenant must:

- Attend the property in person.

- Inspect the property and confirm that it exists, matches the agreement, and that keys are available.

7.1 Release & Confirmation Process

- The Tenant must approve release via their logged-in Wediate account.
- Upon approval, Wediate will send a confirmation email to both parties confirming the release has been initiated.
- The Landlord must NOT release keys until: (a) the Tenant has approved release via the platform, AND (b) the Landlord has received the official Wediate confirmation email.

Important: Release confirmation does NOT mean funds have arrived in the Landlord's bank account. Funds will be processed in line with standard banking timeframes. If any technical issues arise, parties should contact Wediate immediately before proceeding with key exchange.

8. Failure Scenarios & Resolution Process

The following scenarios outline how Wediate will manage situations where the transaction does not proceed as expected.

8.1 Tenant No-Show

If the Tenant does not attend the agreed check-in:

- The Landlord must notify Wediate.
- Funds will remain held for 3 days from the scheduled check-in date.

After 3 days:

- If the deposit is non-refundable, funds may be released to the Landlord.
- If the deposit is refundable, funds may be returned to the Tenant.

All outcomes are subject to the original agreement between the parties.

Genuine Error Provision

Wediate recognises that genuine, good-faith errors may occur during a transaction — for example, a Tenant attending an incorrect address due to miscommunication or honest mistake. Where a Tenant or Landlord promptly identifies and communicates such an error, and takes immediate steps to rectify the situation and proceed with the transaction, Wediate will not treat this as a no-show or breach.

In such circumstances:

- The scheduled check-in timeframe may be reasonably extended by mutual agreement.
- Neither party will be penalised solely as a result of the error, provided the transaction proceeds in good faith.
- Wediate may request evidence of the error and the steps taken to rectify it (e.g. communications, photos, timestamps).

This provision applies across all failure scenarios and is not limited to Clause 8.1. Where both parties are acting in good faith to complete a transaction, Wediate will seek to support resolution rather than enforce a default outcome.

8.2 Landlord No-Show / Property Inaccessible

If the Tenant attends but the property is inaccessible, keys are not provided, or the property does not exist, the Tenant must:

- Log into Wediate.
- Select "Do Not Release".
- Provide supporting evidence (e.g. photos, location proof, timestamps, communication attempts).

Where the Tenant supplies ample evidence and there is no reasonable cause to believe the Tenant was responsible for the transaction not proceeding, Wediate will release funds back to the Tenant in full — regardless of whether the deposit was designated as refundable or non-refundable.

This reflects the principle that a non-refundable designation protects the Landlord against a Tenant choosing not to proceed, not against a situation where the Tenant was willing and able to proceed but was prevented from doing so by the Landlord's failure to perform.

Acceptable supporting evidence includes but is not limited to:

- Photographs or video taken at the property location with timestamps
- GPS or location data confirming the Tenant's attendance
- Records of attempted contact with the Landlord
- Screenshots of communications between the parties
- Witness statements where applicable

Funds will be released to the Tenant once Wediate is satisfied that sufficient evidence has been provided and reviewed.

8.3 Property Not as Described

If the Tenant believes the property materially differs from what was agreed:

- The Tenant must not approve release.
- A dispute must be raised via the platform with supporting evidence.

Wediate will hold funds and will not adjudicate or interpret the agreement. Funds will only be released once both parties agree or external resolution is reached.

8.4 Deadlock / Dispute

If both parties disagree and no resolution is reached:

- Funds will remain in the Wediate holding account.
- Wediate will not interpret or enforce the agreement.

Resolution must occur via mutual agreement confirmed through the platform, or by external mediation or legal process. Wediate's role is strictly to hold funds until resolution.

8.5 No Response

If neither party provides approval or raises a dispute within 7 days of the scheduled key exchange date, Wediate reserves the right to release funds based on the agreed deposit conditions:

- Non-refundable deposit → released to Landlord.
- Refundable deposit → returned to Tenant.

This provision prevents indefinite holding of funds where neither party engages.

8.6 Fraud, Misuse & Risk Monitoring

Wediate reserves the right to:

- Hold, delay, or suspend the release of funds where there is reasonable suspicion of fraud, misuse, or suspicious activity.
- Request additional verification or evidence from either party.
- Restrict or suspend accounts involved in repeated disputes, inconsistencies, or abnormal behaviour.

In such cases, funds may be held beyond standard timeframes. Release will only occur once Wediate is satisfied that the transaction is legitimate or sufficient clarity is obtained. Wediate is not obligated to release funds where there is a reasonable belief that doing so may result in fraud, financial loss, or misuse of the platform.

8.7 Force Majeure

A "Force Majeure Event" refers to any event beyond the reasonable control of either party which prevents or materially delays the performance of the agreed transaction. This may include, but is not limited to, natural disasters (such as earthquakes, floods, hurricanes or volcanic activity), severe weather events, acts of government or authority, war, civil unrest, pandemics, transportation or flight cancellations, or infrastructure failures.

In the event of a Force Majeure Event:

(a) Primary Position

The handling of all funds held within the platform (including deposits and rental payments) shall be determined in accordance with the terms agreed between the parties in the relevant rental or service agreement.

(b) Where the Agreement is Silent

If the rental or service agreement does not explicitly address Force Majeure:

- Any funds clearly defined as refundable may be returned to the paying party.
- Any funds clearly defined as non-refundable will be treated in accordance with that designation.
- Any payments made for services or time periods that are not fulfilled or not provided due to the Force Majeure Event may be returned to the paying party on a pro-rata or full basis as appropriate.

(c) Platform Position

Wediate acts solely as a neutral holding and release service and does not determine fault, liability, or fairness beyond applying the agreed terms and the above fallback principles. Neither party may hold Wediate liable for any loss arising from a Force Majeure Event.

(d) Notification

Any party seeking to invoke Force Majeure must notify Wediate and the other party in writing as soon as reasonably practicable, providing a description of the event and its effect on the transaction. Wediate will hold funds pending resolution or mutual agreement between the parties.

9. Dispute Resolution

If a dispute arises between the Tenant and the Landlord affecting amounts held by Wediate in the Holding Account, and Wediate is notified of such dispute in writing by either party, Wediate will not release any further moneys from the Holding Account until one of the following conditions is met:

- (a) Authorised representatives of both the Tenant and Landlord confirm a written direction to Wediate to release the funds;
- (b) Either the Tenant or Landlord obtains a court order or expert determination (made in accordance with the Resolution Institute Expert Determination Rules) in respect of the dispute; or
- (c) Wediate is otherwise obligated to release the funds in accordance with applicable law.

9.1 Additional Release Conditions

Wediate may also release funds:

- (a) When the Registered Party who holds the Holding Account approves the release via the approval mechanism provided by Wediate;
- (b) Where any of the conditions set out in clause 9(a)–(c) above has been met; or
- (c) If both parties mutually agree to engage Wediate in a Dispute Resolution Process (DRP) and Wediate reaches a final determination.

Clarification on Clause 9.1(a) — Landlord-Held Accounts

In the context of a rental deposit transaction, the "Registered Party" is typically the Landlord — being the party who creates the Wediate Holding Account. Clause 9.1(a) may therefore appear to allow a Landlord to unilaterally approve the release of the Tenant's funds.

To be clear: this clause does not and cannot operate in that way under this agreement.

Release of deposit funds held under this agreement requires the explicit approval of the Tenant via their logged-in Wediate account, as set out in Clause 6. Clause 9.1(a) applies only to scenarios where the Registered Party is also the paying party, or where the parties have expressly agreed in writing that the Registered Party holds release authority — neither of which applies in a standard rental deposit transaction.

In all standard rental deposit transactions under this agreement: the Landlord cannot authorise the release of the Tenant's funds. Only the Tenant can approve release. The Landlord's role is to receive funds once release has been approved by the Tenant or determined by Wediate in accordance with these Terms.

9.2 Dispute Resolution Process (DRP)

Participation in Wediate's DRP is voluntary and must be mutually agreed in writing by both parties. Wediate is not obligated to facilitate or conclude the DRP.

DRP facilitation will be charged at a rate of \$150 per hour, billed to the initiating party unless otherwise agreed in writing.

If a dispute is escalated to Expert Determination under the Resolution Institute Expert Determination Rules and the parties do not agree upon an Expert, either party may request a nomination from the Chair of the Resolution Institute. The costs of the Expert will be split between the Tenant and Landlord 50/50 unless the Expert determines otherwise.

Once Wediate reaches a determination through the DRP, both parties authorise Wediate to release the funds in accordance with that decision and agree to comply with the outcome. If either party wishes to continue the dispute following Wediate's release of funds, they may do

so independently. However, Wediate is not responsible for recovering or refunding any funds once released based on the mutually agreed DRP outcome.

10. Refund & Cancellation

Wediate follows the refund terms agreed between Tenant and Landlord as documented in the transaction agreement. Wediate does not create or enforce independent cancellation policies.

11. Scope of Funds

11.1 Types of Funds Accepted

Wediate facilitates the holding and release of funds relating to property transactions, including security deposits, rent prepayments (e.g. first month or multiple months upfront), and combined payments (deposit + rent in a single transaction). Wediate is designed for single in / single out transactions and does not support ongoing or recurring rent collection.

11.2 Allocation Requirement

Where funds include multiple components (e.g. deposit and rent), both parties must clearly specify the breakdown of funds, including the deposit amount and the rent amount or other payments. This breakdown must be agreed in writing (e.g. transaction email or agreement).

11.3 Treatment of Funds

- The deposit portion is handled according to agreed refund conditions.
- The rent portion is treated as a non-refundable payment upon release, unless explicitly agreed otherwise in writing.

11.4 Transaction Parties (Two-Party Limitation)

Each Wediate transaction is strictly between two parties only (e.g. Tenant and Landlord). Once a transaction is created, the parties to that transaction cannot be changed. Funds can only be released between the original two parties involved in the transaction. Wediate does not support splitting funds across multiple recipients or redirecting funds to third parties.

However, a party may update their own receiving bank account details within their Wediate account. This does not constitute a change of party, provided the account remains under the same legal entity or individual.

11.5 Failure to Specify Allocation

If the allocation between deposit and rent is not clearly defined, Wediate will not assume or infer how funds should be split, and reserves the right to delay or withhold release of funds until clarification is provided.

11.6 Liability Limitation

Wediate is not responsible for disputes arising from unclear or missing allocation of funds, or from attempts to redirect funds outside of the agreed two-party transaction structure.

12. Fees and Deductions

Wediate charges a fixed fee per transaction for property rental transactions conducted under this agreement. This fee is in addition to the agreed rental transaction amount and must be deposited by the Tenant at the time of initiating the transaction.

The applicable fixed fee is as follows:

- **Indonesian property rentals:** IDR 600,000 per transaction
- **Australian property rentals:** AUD \$50 per transaction

For all other jurisdictions, the applicable fee will be confirmed by Wediate at the time of account setup or transaction initiation.

Currency Requirements

Payment must be made in the same currency that the property owner or agent is designated to receive. Where a currency mismatch exists — for example, where a Tenant pays in a different currency to that agreed — any additional exchange costs, conversion fees, or losses arising from the mismatch will be solely payable by the Tenant.

Wediate is not responsible for exchange rate fluctuations between the time of deposit and the time of release. Users are encouraged to confirm currency arrangements with all parties prior to initiating a transaction.

In addition to the fixed fee, Wediate is entitled to deduct any necessary third-party fees (e.g. bank processing or international transfer fees) where applicable.

A receipt and invoice will be issued to the Registered Party upon receipt of funds.

13. Identity, Payment Instructions & Property Information

Users must provide accurate name, property address, and account details in connection with all Wediate transactions.

13.1 Official Payment Instructions

Wediate transactions are only valid where funds are sent to official Wediate holding account details provided within the platform. Users must verify account details directly within their Wediate account before making payment.

Wediate is not responsible for payments sent to incorrect or fraudulent accounts, or for account details shared outside of the Wediate platform.

13.2 Verification & Risk Controls

Wediate reserves the right to:

- Request identity verification from any User.
 - Suspend accounts with inconsistent or suspicious information.
 - Restrict access where misuse or fraud risk is identified.
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14. Evidence & Documentation

In the event of a dispute, parties are encouraged to provide supporting evidence including photographs, video recordings, and written communications. Wediate may use this information to assist in mediation or determination but does not guarantee any particular outcome.

15. Platform Conduct

Wediate reserves the right to:

- Flag accounts with repeated disputes or abnormal activity.
 - Suspend or remove Users from the platform.
 - Refuse service where misuse is suspected.
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16. Liability

Wediate is not liable for:

- The condition of any property the subject of a transaction.
- The conduct or behaviour of Landlords or Tenants.
- Financial losses arising from the underlying rental agreement or its terms.
- Indirect, consequential, or third-party losses of any kind.

Wediate's liability is limited to the value of fees paid by the User in connection with the relevant transaction. Wediate's role is limited to holding and releasing funds based on platform rules.

17. Termination

- Either party may terminate their use of the service with 10 business days' written notice, subject to the other party approving said termination.
 - Wediate may suspend or terminate accounts for breaches of these Terms.
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18. General Provisions

18.1 Compliance with Applicable Law

Users agree to comply with all applicable laws and regulations in their respective jurisdictions in connection with their use of the Wediate platform. The Registered Party agrees to provide Wediate any further information (including identification documents) and execute any additional forms that Wediate requires in order to comply with any applicable anti-money laundering, counter-terrorism financing, or know-your-customer legislation or regulatory requirements in any relevant jurisdiction, including but not limited to the Anti-Money Laundering and Counter-Terrorism Financing Act 2006 (Cth) of Australia and equivalent legislation applicable in Indonesia or any other jurisdiction in which a transaction is conducted. Wediate may engage a third-party provider to carry out identity verification or KYC checks on its behalf, and the Registered Party agrees to cooperate with any such third-party provider.

18.2 Sub-contracting

Wediate may subcontract or delegate any of its obligations under these Terms to a subcontractor, provided that any subcontracting or delegation of obligations shall not relieve Wediate of its primary obligations under these Terms.

18.3 Disputes Between Wediate and the Registered Party

Any dispute or difference whatsoever arising out of or in connection with these Terms between Wediate and the Registered Party must:

- (a) be notified to the other party in writing via the notice details specified in these Terms;
- (b) be accompanied by all relevant evidence available;
- (c) if not resolved within 14 days, either party may refer it to mediation in accordance with the rules of the Resolution Institute, with both parties ensuring an authorised representative with authority to settle attends; and

(d) if the dispute remains unresolved following mediation, either party may submit the dispute to an Expert for determination in accordance with the Resolution Institute Expert Determination Rules. If the parties do not agree upon an Expert, either party may request a nomination from the Chair of the Resolution Institute.

The costs of the mediator and/or Expert will be paid for in full by the party that submits the dispute to mediation, or as otherwise determined by the appointed Expert.

18.4 Amendments

Wediate may update these Terms of Service at any time. Continued use of the platform constitutes acceptance of the updated Terms.

18.5 Governing Law

These Terms are governed by the laws of Queensland, Australia. If any provision is deemed invalid or unenforceable, it will be modified or severed, and the remainder will continue in full force and effect.

Notices to Wediate must be sent via email to: inbox@wediate.com.au

19. Interpretation

In these Terms:

- Any reference to money, dollars or "\$" is a reference to Australian dollars unless otherwise specified.
- Any reference to "IDR" is a reference to Indonesian Rupiah.
- Words denoting the singular include the plural and vice versa.
- Words denoting any gender include all genders.
- Headings are for convenience only and do not affect the interpretation of these Terms.
- References to any statute, regulation, proclamation, ordinance or by-law include all consolidations, amendments, replacements or re-enactments of those laws.
- References to a person or entity include an individual, a firm, a company, a trust, a partnership, an unincorporated body, or a government agency.
- If a period of time is specified and dates from a given day, act, event or circumstance, that period is to be calculated exclusive of that day.
- If an act is required to be done by a particular day and it is done after 5.00 pm on that day, it is taken to be done on the next day.

20. Definitions

Tenant – A User occupying or intending to occupy a property under a rental agreement, including foreign nationals and short-term visitors. **Landlord** – A User owning or managing a property made available for rental, including property agents acting on behalf of an owner. **Holding Account** – A secure third-party bank account controlled by Wediate for holding funds between Tenants and Landlords. **Registered Party** – The User who created the Wediate account for a transaction. **Deposit** – The security deposit or rent prepayment transferred by the Tenant into the Wediate Holding Account. **Agreement** – The written rental agreement, lease, or transaction email setting out the agreed terms between Tenant and Landlord. **Release Approval** – The explicit approval provided by the Tenant via their logged-in Wediate account to authorise the release of held funds. **DRP** – Dispute Resolution Process, a voluntary facilitated process offered by Wediate to assist parties in resolving disputes. **Force Majeure Event** – Any event beyond the reasonable control of either party which prevents or materially delays the performance of the agreed transaction, as further defined in Clause 8.7. **IDR** – Indonesian Rupiah, the lawful currency of the Republic of Indonesia. **AUD** – Australian Dollar, the lawful currency of Australia.

Governing Principle

The core operating rule of all Wediate transactions is: funds are only released upon explicit approval via the platform. No external communication overrides this rule.

For support or further information, contact: inbox@wediate.com.au