

Digital Asset Compliance Solutions Pty Ltd

Terms and Conditions of Service

Effective: October 2026 | Version 2.3

1. Definitions

In these Terms, the following expressions have the meanings set out below:

"Agreement"	The engagement between DACS and the Client comprising these Terms, the Quote, and any written correspondence forming part of the engagement scope.
"AML/CTF Act"	The Anti-Money Laundering and Counter-Terrorism Financing Act 2006 (Cth) and associated rules and regulations.
"Attestation Report"	The formal written report issued by DACS documenting the results of a Digital Asset Verification engagement, prepared in accordance with ASRS 4400 (Agreed-Upon Procedures Engagements) or such other applicable standard as notified to the Client.
"Authorised Recipient"	The Client and any third party expressly named as an addressee on the face of an Attestation Report (typically the Client's auditor, accountant, lender, insurer, or legal adviser).
"Client"	The individual, company, trustee, self-managed superannuation fund, or other entity that engages DACS for Services, as specified in the Quote.
"DACS"	Digital Asset Compliance Solutions Pty Ltd ABN 80 625 017 110, trading as DACS, and its officers, employees, contractors, and agents.
"Digital Assets"	Cryptocurrencies, tokens, and other blockchain-based assets as specified in the engagement scope.
"Fees"	The amounts payable by the Client for Services as set out in the Quote.
"Force Majeure Event"	Any event beyond DACS's reasonable control, including but not limited to war, blockchain network failures, exchange outages, API failures, cyberattacks, regulatory action, natural disaster, or pandemic.
"GST"	Goods and Services Tax as defined in A New Tax System (Goods and Services Tax) Act 1999 (Cth).
"Quote"	The written quotation issued by DACS to the Client detailing the scope, Fees, and timeframe for the relevant Services.
"Report Date"	The date and time as at which a Digital Asset Verification is performed, as stated on the face of the Attestation Report.
"Services"	The services described in clause 2.1 of these Terms, as further specified in the Quote.
"Terms"	These Terms and Conditions of Service, as updated from time to time in accordance with clause 17.
"Verification Date"	Synonymous with Report Date. The point in time at which Digital Asset holdings are verified.

2. Overview of Services

DACS provides the following services to its Clients:

2.1 Digital Asset Verification (Attestation Reports)

DACS verifies control and existence of Digital Assets using cryptographic methods, blockchain analysis, and exchange verification, without requesting private keys, seed phrases, or passwords. Upon completion, DACS issues a formal Attestation Report that the Authorised Recipient may rely upon to form their audit opinion in accordance with applicable auditing standards. Attestation Reports are prepared by reference to ASRS 4400 (Agreed-Upon Procedures Engagements). DACS performs the procedures agreed for the engagement and reports its factual findings; DACS expresses no opinion or conclusion. Each Attestation Report is valid as at the Verification Date only.

2.2 Digital Asset Advisory Consulting

DACS does not provide Digital Asset advisory or consulting services directly. Clients seeking strategic advice on Digital Asset adoption, compliance frameworks, investment structuring, SMSF digital asset governance, or related matters may engage Christo Partners Pty Ltd, a related advisory business. Christo Partners' services are subject to separate terms and conditions and are entirely independent of the Services provided under these Terms.

3. Nature of Services - Not Financial or Legal Advice

- DACS is not licensed under the Corporations Act 2001 (Cth) to provide financial product advice and does not hold an Australian Financial Services Licence (AFSL). Nothing DACS produces, communicates, or delivers constitutes financial product advice, investment advice, tax advice, or legal advice.
- Attestation Reports produced by DACS are technical verification documents. They report factual findings as to the existence and control of Digital Assets as at the Verification Date only. They do not constitute an audit opinion, a valuation, an investment recommendation, or a representation as to the future value or security of any Digital Asset.
- Clients should obtain independent financial, legal, and tax advice in connection with their Digital Asset holdings. DACS accepts no responsibility for decisions made by any person in reliance on information contained in an Attestation Report beyond its stated purpose.
- DACS does not provide custody services and does not hold, control, or manage Client Digital Assets at any time.

4. Client Responsibilities and Warranties

By engaging DACS, the Client represents, warrants, and agrees as follows:

4.1 Accuracy of Information

- The Client must provide DACS with full, accurate, and complete information required to perform the Services, including but not limited to read-only wallet addresses, exchange account details (view-only access where required), and asset identification details.
- The Client warrants that all information provided to DACS is true, accurate, and not misleading in any material respect.
- The Client acknowledges that the accuracy of any Attestation Report relies entirely on the accuracy and completeness of the information the Client provides. DACS accepts no liability for errors in an Attestation Report arising from inaccurate, incomplete, or misleading information provided by the Client.
- The Client must promptly notify DACS of any material changes to relevant information during the course of an engagement.

4.2 Ownership and Authority

- The Client warrants that it is the beneficial owner of, or is duly authorised to act and give instructions in respect of, all Digital Assets that are the subject of the engagement, and to enter into this Agreement.
- Where the Client acts as trustee (including as trustee of a self-managed superannuation fund), the Client warrants that it has authority to engage DACS on behalf of the trust and that the engagement is consistent with the trust's governing rules.
- The Client warrants that its engagement of DACS and use of the Services does not breach any applicable law, regulation, licence condition, or third-party obligation.

4.3 Lawful Use

- The Client must not use the Services, or any Attestation Report, for any unlawful purpose, including but not limited to money laundering, tax evasion, or the concealment of assets.
- The Client consents to DACS conducting identity verification and due diligence procedures as required by applicable law or DACS's internal compliance policies.

5. Fees, Payment, and GST

- A Quote will be issued to the Client specifying the Fees applicable to the engagement. The engagement will not commence until the Quote is accepted in writing by the Client.
- Unless otherwise stated in the Quote, all Fees are exclusive of GST. GST will be added to invoices at the applicable rate and is payable by the Client.
- All Fees are due and payable in full upon acceptance of the Quote and before commencement of any work. DACS will not begin preparation of an Attestation Report or perform any other Services until payment has been received in cleared funds. Credit terms are not available unless expressly authorised in writing by DACS prior to engagement.
- Payment is accepted by the methods specified on the invoice. Where payment is made in Digital Assets, the applicable exchange rate and settlement terms will be specified in the Quote.
- If the scope of an engagement materially changes after commencement, DACS will issue a revised or supplementary Quote. Any additional Fees must be approved in writing by the Client before additional work proceeds.
- DACS has a lien over, and may withhold delivery of, any Attestation Reports until all outstanding Fees have been received in cleared funds.
- Late payment of invoices more than 14 days past the due date may incur interest at 8% per annum, calculated daily, and DACS may suspend Services until payment is received.

6. Intellectual Property and Report Integrity

- DACS retains all intellectual property rights in its methodologies, processes, tools, templates, and systems used to deliver the Services.
- DACS employs cryptographic methods and tamper-evident technology in the production of Attestation Reports. Each Report incorporates a digital signature that enables independent verification of its integrity. Any modification or alteration to an Attestation Report after issuance will invalidate its cryptographic signature and render the Report invalid. Clients and Authorised Recipients should verify the Report's digital signature before relying upon it.
- Upon full payment of all Fees, DACS grants the Client a non-exclusive, non-transferable licence to use the Attestation Report for any lawful purpose for which verification of Digital Asset holdings is reasonably required, including but not limited to: audit and regulatory compliance; insurance purposes (including as evidence of holdings for digital asset insurance cover); proof of wealth or asset verification for lending, credit, or mortgage applications; estate planning, probate, and asset disclosure; SMSF trustee reporting obligations; and other financial, legal, or administrative purposes.
- The Client must not reproduce, publish, or distribute the Attestation Report to any party other than Authorised Recipients without DACS's prior written consent. Sharing the Report with the Client's named auditor, accountant, lender, insurer, or legal adviser for the stated purpose of the engagement is permitted.

The Client must not modify, adapt, or present the Attestation Report in a manner that misrepresents its content, scope, findings, or Verification Date.

7. Report Reliance and Third-Party Disclaimer

- Attestation Reports are prepared for the benefit of, and may only be relied upon by, the Authorised Recipients named on the face of the Report, and only for the purpose stated in the Report. Attestation Reports are not an assurance engagement.
- The Attestation Report reflects the state of Digital Asset holdings as at the Verification Date and time only. DACS makes no representation as to the state of those holdings at any time before or after the Verification Date.
- DACS does not accept responsibility or liability to any person who is not an Authorised Recipient who relies on, or acts in reliance upon, the content of an Attestation Report.
- Where an Attestation Report is provided to an auditor, the auditor remains solely responsible for forming their own audit opinion. The Attestation Report is one input into that process and does not constitute or replace the auditor's independent professional judgment.
- DACS does not warrant or guarantee the completeness of blockchain data obtained from third-party sources (including exchanges, node providers, or block explorers). Attestation Reports reflect data available to DACS at the time of verification.

8. Security and Confidentiality

- DACS will never request, store, or transmit a client's private keys, seed phrases, wallet passwords, or exchange account login credentials.
- Client information provided to DACS for the purpose of an engagement will be held securely and used only for the purpose of delivering the Services and will be kept confidential.
- DACS implements reasonable technical and organisational security measures to protect Client information from unauthorised access, disclosure, or loss. In the event of a security incident affecting Client data, DACS will notify the Client as soon as reasonably practicable.
- In the event of a security breach of DACS systems, those systems are designed and operated such that they cannot access, initiate transfers of, or otherwise control Client Digital Assets.
- DACS will not disclose Client information to third parties except: (a) as required by law or regulation or court order;
- (b) to Authorised Recipients named in the Attestation Report; (c) with the Client's written consent; or
- (d) to DACS's professional advisers under an obligation of confidence.

9. Privacy

- DACS collects, holds, uses, and discloses personal information in accordance with the Privacy Act 1988 (Cth) and the Australian Privacy Principles.
- Personal information collected by DACS (including name, contact details, entity details, and Digital Asset information) is used solely for the purpose of delivering the Services, managing the engagement relationship, and meeting DACS's legal and regulatory obligations.
- DACS's Privacy Policy is available at dacs.io/privacy. By engaging DACS, the Client consents to the collection and handling of personal information as described in that policy.
- The Client may request access to, or correction of, personal information held by DACS by contacting hello@dacs.io.
- DACS will retain engagement records for a minimum of seven (7) years from the Report Date, or such longer period as required by applicable law.

10. AML/CTF Compliance

- DACS is committed to compliance with all applicable anti-money laundering and counter-terrorism financing laws, including the AML/CTF Act.
- DACS reserves the right to conduct customer due diligence (CDD) procedures before and during any engagement, including verifying the identity of the Client and any beneficial owners.
- The Client must provide such identification and supporting documentation as DACS reasonably requires to meet its compliance obligations. Failure to do so may result in DACS being unable to commence or continue the engagement.
- DACS reserves the right to decline, suspend, or terminate Services at any time if it forms a reasonable view that proceeding would breach or risk breaching applicable AML/CTF laws or DACS's internal compliance policies. In such circumstances, DACS will not be required to provide reasons and will not be liable for any loss arising from such refusal or termination.
- Where legally required, DACS may report transactions or suspicious matters to the Australian Transaction Reports and Analysis Centre (AUSTRAC) or other relevant authorities without notifying the Client.

11. Limitation of Liability

11.1 General Limitation

- To the maximum extent permitted by law, DACS's total aggregate liability to the Client (whether in contract, tort including negligence, statute, or otherwise) arising out of or in connection with the Services or these Terms is limited to the total Fees paid by the Client for the specific engagement giving rise to the claim.
- For Attestation Reports priced at the standard rate, this means DACS's maximum liability per engagement is capped at the Fee paid for that report (typically \$500 plus GST).

11.2 Exclusion of Consequential Loss

To the maximum extent permitted by law, DACS excludes all liability for indirect, special, incidental, punitive, or consequential loss or damage of any kind, including but not limited to: loss of profit, loss of revenue, loss of business opportunity, loss of data, regulatory penalties, or any loss arising from third-party reliance on an Attestation Report.

11.3 Client-Caused Errors

DACS accepts no liability whatsoever for any error, inaccuracy, or deficiency in an Attestation Report that arises from inaccurate, incomplete, or misleading information provided by the Client or any third party on the Client's behalf.

11.4 Third-Party Data

DACS relies on data from third-party sources including blockchain explorers, exchange APIs, and node providers. DACS does not warrant the accuracy or completeness of third-party data and accepts no liability for errors arising from failures or inaccuracies in third-party data sources.

11.5 Consumer Law

Nothing in these Terms excludes, restricts, or modifies any right or remedy, or any guarantee, warranty, or other term or condition, implied or imposed by any legislation where to do so would be illegal or would cause any part of these Terms to be void. To the extent that such legislation implies any guarantee or warranty that cannot be excluded, DACS's liability for breach of that guarantee or warranty is limited, to the extent permitted by law, to: (a) re-supplying the relevant Services; or (b) paying the cost of having the Services re-supplied.

12. Force Majeure

- DACS will not be liable for any failure or delay in performing its obligations under these Terms to the extent that such failure or delay is caused by a Force Majeure Event.
- Force Majeure Events include, without limitation: blockchain network congestion or failures, exchange or API outages, cyberattacks, regulatory or government action affecting Digital Asset markets or DACS's operations, natural disaster, pandemic, or any other event beyond DACS's reasonable control.
- If a Force Majeure Event occurs, DACS will notify the Client as soon as reasonably practicable and will use reasonable endeavours to resume performance as soon as possible.
- If a Force Majeure Event continues for more than 30 days, either party may terminate the engagement on written notice, and DACS will refund any Fees paid for work not yet commenced.

13. Client Indemnity

The Client indemnifies DACS and its officers, employees, and contractors against all claims, losses, damages, costs (including legal costs on a solicitor-client basis), and expenses suffered or incurred by DACS arising out of or in connection with: (a) any inaccurate, incomplete, or misleading information provided by the Client; (b) the Client's unlawful use of the Services or any Attestation Report; or (c) any claim by a third party arising from the Client's disclosure of an Attestation Report to a person who is not an Authorised Recipient.

14. Cancellations and Termination

14.1 Cancellation by the Client

The Client may cancel an engagement prior to commencement of work by providing written notice to DACS. Where cancellation occurs before work has commenced, DACS will refund any Fees paid, less a \$75 administration fee.

Where cancellation occurs after work has commenced, no refund will be issued. DACS will deliver whatever work product has been completed to that point, at its discretion.

14.2 Termination by DACS

- DACS may terminate an engagement immediately by written notice if: (a) the Client breaches any material term of these Terms and fails to remedy the breach within 7 days of written notice; (b) DACS forms a reasonable view that continuing the engagement would breach applicable law; (c) the Client provides information DACS reasonably believes to be false or misleading; or (d) a Force Majeure Event continues for more than 30 days.
- On termination by DACS under this clause, DACS will refund Fees for work not yet commenced and will have no further liability to the Client.
- A client may terminate an engagement if (a) DACS breaches any material term of these Terms and fails to remedy the breach within 7 days of written notice; or (b) for no reason, on 30 days written notice; or (c) a Force Majeure Event continues for more than 30 days.

14.3 Report Delivery

Once an engagement is completed and Fees are paid in full, DACS will deliver the Attestation Report to the Client and, if requested, directly to the Client's nominated auditor or accountant.

Attestation Reports will not be released until all Fees for the engagement have been received in cleared funds.

15. Dispute Resolution

- If a dispute arises in connection with these Terms or the Services, the parties agree to first attempt to resolve the dispute through good-faith negotiation. Either party may initiate this process by providing written notice to the other describing the nature of the dispute.
- If the dispute is not resolved within 20 business days of that notice (or such longer period as agreed), either party may refer the dispute to mediation administered by the Resolution Institute (or such other mediation provider as the parties agree) in Melbourne, Victoria.
- If mediation does not resolve the dispute, either party may commence proceedings in the courts of Victoria, Australia.
- Nothing in this clause prevents either party from seeking urgent injunctive or declaratory relief from a court where necessary to protect its rights.
- To the extent permissible by law, any compensation awarded in connection with a dispute shall be limited to the amount paid by the Client for the relevant Services, consistent with clause 11.

16. Regulatory Compliance

- DACS complies with all applicable Australian laws and regulations relevant to its operations, including (without limitation) the Privacy Act 1988 (Cth), the AML/CTF Act, and the professional standards applicable to the Services. DACS's services and methodologies are updated from time to time to reflect changes in regulatory requirements applicable to Digital Assets in Australia, including any obligations arising under the Corporations Act 2001 (Cth).
- The Client is responsible for its own regulatory compliance in connection with the holding and management of Digital Assets. DACS does not provide regulatory compliance advice.

17. Updates to These Terms

- DACS may update these Terms from time to time to reflect changes in law, regulation, or DACS's services or changes to our Fees.
- Updated Terms will be published at dacs.io/terms with the effective date noted. DACS will notify existing Clients of material changes by email at least 14 days before the changes take effect.
- For material changes, DACS will seek the Client's written consent before the new Terms take effect for ongoing or current engagements. For minor or administrative updates, continued use of the Services after the effective date constitutes acceptance.
- Any changes to our standard rates applicable to our Fees may be published on our website or by notice in writing to you 14 days before the changes taking effect. Any changes affecting Fees will not apply to ongoing or current engagements, unless the Client consents.

18. Governing Law

These Terms are governed by the laws of Victoria, Australia. The parties submit to the exclusive jurisdiction of the courts of Victoria for the resolution of any dispute not resolved under clause 15.

19. General Provisions

19.1 Entire Agreement

These Terms, together with the Quote and any written correspondence expressly incorporated by reference, constitute the entire agreement between the parties in relation to the Services and supersede all prior negotiations, representations, and agreements. No other terms of the Client's will apply whether contained in a purchase order or otherwise.

19.2 Severability

If any provision of these Terms is found to be invalid, unenforceable, or illegal, that provision will be severed, and the remaining provisions will continue in full force and effect.

19.3 Waiver

A failure by either party to enforce any provision of these Terms will not constitute a waiver of that party's right to enforce that provision at a later time.

19.4 Assignment

The Client may not assign or transfer its rights or obligations under these Terms without DACS's prior written consent. DACS may assign its rights and obligations on 30 days' written notice to the Client in connection with the sale of all or a material part of the assets of DACS or its shares.

19.5 Relationship of Parties

Nothing in these Terms creates a partnership, joint venture, employment, or agency relationship between DACS and the Client.

Contact

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