

In these Terms and Conditions for our service, "Aus Capital Refunds", "we" or "us" means Aus Capital Refunds (ABN:89199437005) trading as Aus Capital Refunds. "You" means the person, organisation or entity that signs our authority to release or purchases our services. The Terms apply to all services made by us to consumers directly, over the phone/email or through our website available at www.auscapitalrefunds.com.au. Aus Capital Refunds specialise in tracing missing heirs to estates, assets and unclaimed money.

1. **Other Terms:**

- (a) The Privacy Policy on our Site sets out how we collect, use and protect your personal information. This is available on our Site.

2. **Definitions:** In these Additional Terms, unless the context otherwise requires:

- "Commission Fees" means, in the case of Recovered Money or Recovered Shares 19% (for individual beneficiaries), 21% (for commercial or trust beneficiaries), 20% (for deceased estates) and 23% (for all international monies/beneficiaries) of the total Recovered Money or Recovered Shares (as the case may be);
- "Flat Fee" means, in the case of Recovered Money or Recovered Shares, a flat fee which is agreed upon by all parties.
- "Returning Your Lost Funds" has the meaning given to it in these Terms- refers to this service where we conduct searches and handle any claims on your behalf.
- "Refunded Money" means all money directly recovered or identified for recovery by us;
- "Refunded Shares" means all shares directly recovered or identified for recovery by us;
- "Services" means the Unclaimed Share Services and Unclaimed Money Services;
- "Share Remittance Fee" means the proceeds of sale of an amount of Recovered Shares which totals the Commission Fees or Flat Fee, as the case may be;
- "Share Sale Fee" means the proceeds of sale of an amount of Recovered Shares which totals the Commission Fees or Flat Fee, as the case may be;
- "Unclaimed Money Services" means our services in locating unclaimed money (including unclaimed dividends) belonging to you and arranging their return to you;
- "Unclaimed Share Services" means our services in locating unclaimed shares belonging to you and at your option, either arranging the return of these shares to you or arranging their sale and remittance of sale funds to you.

3. **Agreement:**

- (a) Your signing of our authority to release indicates that you have had sufficient opportunity to access the Terms and conditions, that you have read, accepted and will comply with the Terms, that you have legal capacity to enter into a contract for sale, and that you are eighteen (18) years or older or if younger than eighteen (18) years you have the approval of your parent or guardian.
- (b) If you do not agree to the Terms, do not sign the authority to release.
- (c) Once you have accepted these Terms, you may not withdraw from our Services to process your claim without payment of the:
- i. Commission Fee or Flat Fee, depending on the amount of Recovered Money, in the case of our Unclaimed Money Services; or
 - ii. Share Sale Fee or our Share Remittance Fee, depending on the amount of Recovered Shares, in the case of our Unclaimed Share Services.

4. **Authority to act on your behalf**

- (a) You hereby engage us to act on your behalf so that we may provide the Services to you. You hereby authorise us to do anything reasonably necessary so that we may fulfill our obligations and provide the Services to you and this shall include, but is not limited to, authority to engage with and contact third party organisations on your behalf.
- (b) You also authorize us to direct any Recovered Money or the funds relating to the sale of Recovered Shares to be deposited into the relevant trust account and to deduct fees as per the calculation and provision dealing with such Deductions in these Terms.
- (c) You acknowledge that we engage a third party organization to assist us with the Unclaimed Share Services and the management (including the brokerage) of any Recovered Shares. By accepting these Terms, you hereby authorize us to engage such third party organisation for these purposes.

5. **Duties of Aus Capital Refunds:** Aus Capital Refunds will:

- (a) provide the Services in a timely and proper manner;
- (b) ensure that its conduct and the conduct of its employees is ethical, honest and professional;
- (c) at your request, make available its records and provide you with copies of documents to allow you to satisfy yourself that Aus Capital Refunds has met its obligations under these Terms;
- (d) otherwise comply with its duties and obligations under these Terms.
- (e) keep proper books of account of all receipted payments, transactions and dealing in connection with the Services.
- (f) in the case of Unclaimed Share Services, provide a spread sheet of the breakdown on the relevant share portfolio;
- (g) permit you, or your representatives, at all reasonable times and upon reasonable notice to inspect and take copies of those books of account, including relevant receipts, invoices, correspondence and files in relation to Recovered Money.
- (h) comply at all times with all Privacy legislation, guidelines, code of conducts, regulations and other legislation relevant to the Services, and will ensure that its employees, agents, subcontractors and servants receive appropriate training and remain conversant with such requirements.

6. **Your Duties:** You agree that you will:

- (a) supply all necessary identification information for us to complete your claim (including providing certified copies of such identification).
- (b) supply other such details depending on the nature of your claim, such as your tax file number and share identification details.

- (c) complete all necessary claim and authority forms and any additional forms (including stock transfer forms, in the case of Recovered Shares) needed to finalise your claim, recover your unclaimed funds or pay such recovered funds to your bank account and arrange for such forms to be witnessed and/or certified as required.
- (d) comply with all Privacy legislation, guidelines, code of conducts, regulations and other legislation relevant to the Services in respect of any personal information provided or disclosed by you to Aus Capital Refunds and you agree to co-operate with Aus Capital Refunds in the resolution of any disputes, complaints or investigations in relation to personal information provided or disclosed by you to Aus Capital Refunds.
- (e) do all things necessary to effect the sale of Recovered Shares to ensure payment of the Share Sale Fee or Share Remittance Fee, as the case may be.
- (f) not directly or indirectly contacting third party organisations identified by Aus Capital Refunds as potentially holding your lost or unclaimed funds for the purposes of making a claim for such lost or unclaimed funds.
- (g) immediately inform Aus Capital Refunds if you receive payment of, or settlement of, unclaimed moneys owing you from a third party which might have otherwise been recovered through use of our Services. You acknowledge that payment of our Services shall still be owing to us in this instance as per these Terms.

7. Delivery of Services

- (a) We shall make reasonable efforts to ensure that any Recovered Moneys owing to you or Returned Shares belonging to you are returned to you (or proceeds of the sale of such Recovered Shares, as the case may be) within twelve (12) weeks from receipt of all documentation and information requested by us. However, we accept no responsibility for any delays in providing the Services to you, including in relation to the processing of your claim.
- (b) You acknowledge that you are responsible for supplying correct and timely information and that incorrect information or delays in providing such information may result in delays to receiving your unclaimed money or shares.

8. Payment:

- (a) You shall pay to us:
 - i. Commission Fees or Flat Fee, depending on the amount of Recovered Money;
 - ii. Share Sale Fee or Share Remittance Fee, depending on the amount of Recovered Shares;
 - iii. brokerage fees (in the case of Recovered Shares), which we have notified you of such amounts in advance of such fees being incurred;
 - iv. GST Amounts (as applicable); and
 - v. all external expenses reasonably incurred by us in the performance of the Services, where we have first obtained your approval to incur such external expenses.
- (b) You acknowledge and agree that payment (being the Commission Fee or the Flat Fee, in the case of Recovered Money or Share Sale Fee or Share Remittance Fee, in the case of Recovered Shares, plus any external expenses approved by you) is still owed by you to us in the event of termination of these Terms for whatever reason, including where you elect to pursue the relevant third parties for recovery without the use of our Services, and excluding where these Terms are terminated by reason of us not being successful in recovering your unclaimed moneys or shares (see Terms below for further information).
- (c) In the case of the Unclaimed Money Services, you hereby irrevocably authorize us to deduct and pay to ourselves from the Recovered Moneys, all Commission Fees or Flat Fee (as the case may be), GST Amounts, and any other amounts, expenses and charges due and payable to us under these Terms, as soon as reasonably practicable after recovery of Recovered Moneys.
- (d) In the case of the Unclaimed Share Services, you shall have the option of:
 - i. selling all Recovered Shares to us, upon which you irrevocably authorize us to deduct and pay to ourselves from such sale proceeds, the Share Sale Fee, GST Amounts, and any other amounts, expenses, charges due and payable to us under these Terms, we shall then arrange for the remaining shares to be sold at the recorded market value as listed with AXA on the day of sale; or
 - ii. keeping your Recovered Shares, in which case you irrevocably authorize us to deduct from such Recovered Shares an amount equivalent to the Share Remittance Fee, GST Amounts, and any other amounts, expenses, charges due and payable to us under these Terms.
- (e) We will then arrange for the balance of the Recovered Moneys, Recovered Shares (if you elect to receive your shares) or proceeds of sale of Recovered Shares including any dividends which are owing (if you elect to sell your shares) to be remitted to you by direct deposit into your bank account within ten (10) days. If you elect to receive a cheque for the Balance of Recovered Money, we will arrange for you to receive this cheque within ten (10) days (for postage within Australia) or within twenty (20) days (for international postage). In the case of Recovered Shares, the price at which the shares were sold for will be confirmed in the invoice issued to you at the conclusion of the process.
- (f) Where:
 - i. the fees or expenses exceed or are not deducted out of Recovered Moneys or Recovered Shares owing to you; or
 - ii. the Recovered Moneys owing to you or Recovered Shares belonging to you are sent or, in the case of Recovered Shares, remitted directly to you,
 - iii. we will issue you with an invoice for these amounts and you must pay the amount specified by the due date specified in the invoice.
- (g) You acknowledge that funds deposited into the trust account and subsequently paid to you may not be cleared funds. Should the relevant financial institution subsequently not honour the relevant transaction (s), you must refund to us the amount of the transaction and any interest that has accrued on that amount within seven (7) days of receipt of a notice of demand from Aus Capital Refunds.
- (h) No payment is required by you if we are not successful in recovering your unclaimed money or shares, except where we are not successful in recovery due to you pursuing the relevant third parties for recovery without the use of our Services.
- (i) All payments will be made in Australian dollars.

- (j) Our pricing structure or payment methods may be amended from time to time in our sole discretion.
- 9. Goods and Services Tax**
- (a) All amounts payable to Aus Capital Refunds under these Terms do not include Goods and Services Tax (**GST**). In addition to all other amounts payable to Aus Capital Refunds, we shall deduct from any Recovered Money or Recovered Shares, as the case may be, any amount (**GST Amount**) which is payable to Aus Capital Refunds on account of GST, as a consequence of any supply (**Relevant Supply**) made or deemed to be made under these Terms. Any GST Amount payable by you shall be deducted from your Recovered Money or Recovered Shares at the same time as the relevant consideration for the Relevant Supply.
- (b) The expressions “consideration”, “GST” and “supply” shall have the same meaning as given to the *min A New Tax System (Goods and Services Tax) Act 1999 (Cth)*, as amended from time to time.
- 10. Trust Account**
- (a) All Recovered Moneys will be paid into a trust account operated by a third party, and YOUR BUSINESS NAME will arrange for the Recovered Money to be remitted to you in accordance with these Terms.
- (b) Aus Capital Refunds shall be responsible for all bank fees, government taxes and duties arising from the operation of the trust account.
- 11. Direction for use of Recovered Money and Recovered Shares:** These Terms shall be deemed to constitute a written Direction from you to us for the use and application of all Recovered Moneys or Recovered Shares in the manner provided for in these Terms or as otherwise directed by you from time to time.
- 12. Confidentiality:**
- (a) We agree that these Terms and the Recovered Money and Recovered Shares are confidential and sensitive commercial information.
- (b) Unless otherwise agreed by us, or unless disclosure is permitted or required by law, YOUR BUSINESS NAME and the customer will keep these Terms and the Recovered Money and Recovered Shares and information relating to them, confidential.
- (c) However, nothing in this clause prevents Aus Capital Refunds from disclosing information where it is reasonable necessary to do so for the purposes of providing the Services.
- 13. Intellectual Property Rights:**
- (a) You acknowledge and agree that all rights, title and interest (including all future copyright and other intellectual property rights) in and to all information provided by you to Aus Capital Refunds under or in connection with these Terms (whether provided before or after the date of these Terms), including all information provided to us is assigned to Aus Capital Refunds at the time that information is provided to Aus Capital Refunds.
- (b) You acknowledge that, as a consequence of the assignment Aus Capital Refunds may retain and use all information supplied to it by you for any purpose authorized by law. You must do everything required (including executing further documents) to give effect to this assignment.
- 14. Limitation of Liability**
- (a) You use our Services at your own risk. We exclude all implied conditions and warranties except for your Rights, to the extent permitted by law, including but not limited to:
- Aus Capital Refunds accepts no liability for your failure or inability or delay in supplying the information or forms or other documentation (in particular for the purposes of identification) required to complete a claim for unclaimed funds.
 - Aus Capital Refunds accepts no liability or responsibility for the failure of third party organisations (including government departments) to respond satisfactorily or at all to any claims made to such organisations or departments on your behalf.
- (b) This limitation of liability reflects the location of risk between the parties. The limitations specified in this section will survive and apply even if any limited remedy specified in these terms is found to have failed of its essential purpose. The limitations of liability provided in these terms are to the benefit of Aus Capital Refunds.
- 15. Indemnity**
- (a) You agree to defend and indemnify and hold us (and our parent, related bodies corporate, officers, directors, contractors, employees and agents) harmless from and against any claims, actions, suits, demands, damages, liabilities, costs or expenses (including legal costs and expenses on a full indemnity basis), including in tort, contractor negligence, arising out of or connected to the information provided by you in relation to the Services, your use of or access to our Services; any breach by you of these Terms; any wilful, unlawful, deceitful or negligent act or omission by you; and any violation by you of any applicable law so the rights of any third party.
- (b) We reserve the right to assume the exclusive defence and control of any matter otherwise subject to indemnification by you, in which event you will cooperate in asserting any available defences.
- (c) This defence and indemnification obligation will survive these Terms and your use of the Services. These Terms, and any rights and licenses granted here under, may not be transferred or assigned by you, but may be assigned by us without restriction.
- 16. Termination**
- (a) We reserve the right to refuse supply of the Services ordered by you, terminate your account, terminate our contract with you, without incurring any liability to you.
- (b) Either party may terminate the provision of Services at anytime by giving the other party not less than 7 days 'written Notice'.
- (c) We may terminate these Terms with immediate effect by giving notice to you if:
- you fail to pay any amounts due and payable to us;
 - you breach: (i) any provision of these Terms and that breach is not capable of remedy; or (ii) any provision of these Terms which is capable of remedy but fails to remedy that breach within seven (7) days after receiving notice from us to do so.
- (d) These Terms terminate if we are unsuccessful in recovering unclaimed money or shares belonging to you. We shall

give you written notice of this termination. No payment is required by you if the agreement is terminated for this reason and if you have not been in breach of any of your duties under these terms (In particular relating to the provision of accurate and timely information and documentation). If payment has already been made,are fund shall be provided to you within seven(7) days.

- (e) Upon termination of these Terms by either party,you must pay any outstanding balance as notified by us to you within Seven (7) days.Ifweengagedebtcollectionservicesforanyoutstandingbalancesyou mayowe,weshallinsiston payment and shall not continue or recommence to process or handle your claim.You shall indemnify us against any fees we incur in engaging debt collection services.
- (f) Termination does not affect any accrued rights or remedies of either party. Each indemnity or any obligation of Confidence in these Terms survives termination.Any other term that by its nature is intended to survive termination including terms relation to intellectual property rights and privacy.

17. General

- (a) Accuracy: While we endeavor to keep the information up to date and correct,we make no representations, warranties or guarantee, expressorimplied, about the completeness, accuracy, reliability, suitability or availability of any information, images, products, services, or related graphics contained on the Site for any particular purpose. You hereby acknowledge that such information and materials may contain mistakes, inaccuracies or errors and we expressly exclude any liability for such to the fullest extent permissible by law.
- (b) Force Majeure: We will not be liable for any delay or failure to perform our obligations under the Terms if such delay is due to any circumstance beyond our reasonable control. If we are delayed from performing our obligations due to such a circumstance for a period of atleast 2 months, we may terminate ou agreement with you by giving you 5 business days'notice in writing.
- (c) Communication: You consent to receiving information relating to the Services via your membership account (if applicable).
- (d) Notice: Any notice in connection with the Terms will be deemed to have been duly given when made in writing and deliveredor sent by email, message or notice to the party's account, facsimile or post to the party to whom such notice Is intended to be given or to such other address,email address or facsimile number as may from time to time be Notified in writing to the other party.
- (e) Waiver: Any failure by a party to insist upon strict performance by the other of any provision in the Terms will not be taken to be a waiver of any existing or future rights in relation to the provision. No waiver by us of any of theTerms shall be effective unless we expressly state it is a waiver and we communicate to you in writing.
- (f) Assignment:You must not assign any rights and obligations under theTerms whether in whole or in part without our prior written consent.
- (g) Severability:If any of theTerms are determined by any competent authority to be invalid,unlawful or unenforceable to any extent,such term,conditionor provision will to that extent be severed from the remaining terms,conditions and provisions which will continue to be valid to the fullest extent permitted by law.
- (h) Jurisdiction and Applicable Law:TheseTerms, your use of this Site and any dispute arising out of your use of it is subject to the laws of New South Wales,and subject to the exclusive jurisdiction of the New South Wales courts.The Site maybe accessed throughout Australia and overseas. Aus Capital Refunds makes no representation that the content of the Site complies with the laws (including intellectual property laws) of any country outside Australia. If you access the Site from outside Australia, you do so at your own risk and are responsible for complying with the laws in the place where you access the Site.
- (i) Entire Agreement:These Terms and any document expressly referred to in them represent the entire agreement Between you and Aus Capital Refunds and supersede any prior agreement, understanding or arrangement between you and us,whether oral or in writing.

Thankyou.

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