



Terms & Conditions

1. PARTIES

- Smarter Claims Pty Ltd (ABN: 90 168 810 213) of PO Box 726, Edgecliff NSW 2027 (the **Business**); and
- The parties listed in the Authority to Act form (the **Customer**).

2. RECITALS

- The Business is the owner and provider of www.smarterclaims.net.au (the **Website**);
- The Customer has engaged the Business by completing and signing the Authority to Act form;
- The Business agrees to act in the role of sole agent on behalf of the Customer to find, verify and reclaim lost, unclaimed, or forgotten money and/or shares in accordance with the directions provided by the Customer (the **Services**);
- The Business together with its industry knowledge, skills and experience, holds the pre-requisite licenses, certificates, qualifications and registrations with the appropriate holding authorities to provide the Services to the Customer; and
- The Customer has accepted provision of the Services on the Terms & Conditions herein.

3. ACCEPTANCE OF THE TERMS & CONDITIONS AND AUTHORITY TO ACT

- 3.1 The Customer acknowledges they have been provided with a copy of the Terms & Conditions by the Business or have access to a copy from the Website.
- 3.2 The Customer warrants that they are authorised and have the capacity to sign the Authority to Act form, accept the Terms & Conditions and to engage the Business to investigate and reclaim the lost money and/or shares on behalf of the Customer.
- 3.3 The Customer agrees that by completing and signing the Authority to Act form they have read and accept the Terms & Conditions, are aware of their responsibilities and agree to fully comply.
- 3.4 The Customer accepts that a signed Authority to Act form is a legally binding instruction for the Business to investigate and reclaim the lost money and/or shares without interference on behalf of the Customer.
- 3.5 The Terms & Conditions are updated from time to time by the Business. The Business will notify the Customer of any material changes to these Terms and Conditions by email to the address provided in the Authority to Act form. Non-material changes (such as corrections to spelling, formatting or contact details) will be updated on the Website without individual notification. The current version of the Terms & Conditions is always published on the

Website at smarterclaims.net.au. Continued use of the Services following notification of a material change constitutes acceptance of the updated Terms & Conditions.

4. LOST MONEY SERVICES

- 4.1 The Customer accepts that the Business may not always disclose the source of the lost money and/or shares or commence its Services until after the Customer has completed and signed the Authority to Act form.
- 4.2 The Customer authorises the Business to undertake any searches and procedures required to investigate and reclaim the lost money and/or shares and in the provision of the Services, and acknowledges this can include obtaining personal information from third parties for the sole purpose of ensuring lost money and/or shares are successfully recovered.
- 4.3 The Customer authorises the Business to amend our address details, email address, phone number and bank account details as necessary with the holding authority to facilitate communication and disbursement of reclaimed money and/or allotment of shares.
- 4.4 The Customer permits the Business to prepare and submit claims with the holding authority, including the provision of information and documentation required to reclaim lost money and/or shares. The Business is also granted permission to liaise with the holding authority enabling responses to queries and requests for additional information.
- 4.5 The Customer authorises the Business to direct the holding authority to deposit the reclaimed money into a Business Bank Account and for the Business to manage all disbursements from the Business Bank Account.
- 4.6 Every effort is made by the Business to ensure lost money and/or shares are reclaimed within 60 days of all requested information and documentation being received from the Customer. The timeframe reflects standard processing times by the holding authority but may be shorter or longer.
- 4.7 The Business agrees not to use the information provided for any purpose other than for the provision of the Services.
- 4.8 In the performance of the Services, the Business undertakes that it will take appropriate measures to comply with any law or regulation governing or applicable to the provision of the Services to the Customer.
- 4.9 The Services do not include the provision of financial advice to the Customer
- 4.10 In providing the Services, the Business will comply with its Privacy Policy published on the Website.
- 4.11 The Services come with guarantees under the Australian Consumer Law that cannot be excluded or restricted by these Terms & Conditions and any clause that excludes or restricts the rights of the Customer under those guarantees is subject to the Australian Consumer Law.

- 4.12 The laws of the State of New South Wales shall govern these Terms & Conditions and the parties submit to the non-exclusive jurisdiction of the courts of New South Wales and the Federal Court of Australia.

5. CUSTOMER OBLIGATIONS

- 5.1 The Customer agrees to provide bona fide documents (including certification if required) on a timely basis to support the proof of ownership for lost money and/or shares, including identification and connection to the last known address on record with the holding authority.
- 5.2 The Customer acknowledges that it will provide true, complete and accurate information on the Authority to Act form and as requested by the Business.
- 5.3 The Customer shall undertake all necessary actions and sign all pertinent documents to enable the Business to deliver and complete the Services. A failure to do so may cause a delay in finding, verifying and reclaiming the lost money and/or shares or an unsuccessful claim.
- 5.4 The Business will not be liable for any delays or failure in reclaiming the lost money and/or shares due to the Customer failing to provide correct, accurate and up-to-date information as requested.
- 5.5 The Customer agrees that it will not deal directly with the holding authority of the lost money and/or shares or engage the services of another service provider in competition with the Business during the term of these Services.

6. TERM OF SERVICES

- 6.1 The Business will commence the Services on the date the Authority to Act form is signed.
- 6.2 The Business shall maintain the Services until resolution of the lost money and/or shares are determined. Should the outcome be successful, Services will cease upon the reclaimed money and/or shares being disbursed/allotted to the Customer following payment of the Business Service Fee. Conversely, if the claim for lost money and/or shares is not successful, the Services will cease when there is no possibility of a successful appeal and outcome.
- 6.3 The Business may terminate the Services for any reason at any time by providing seven (7) days' notice.
- 6.4 The Customer reserves the right to discontinue the Services at any point subsequent to the three-month anniversary of the Authority to Act form being signed.

7. SERVICE FEE

- 7.1 The Customer agrees to pay the Business a 15% Service Fee on the total value of all lost money and shares successfully reclaimed, including any interest received (the **Service Fee**).

The value of shares will be determined by reference to the company share price on the date the shares are allotted to the Customer.

The minimum Service Fee payable by the Customer is \$500.00. All fees are exclusive of Goods & Services Tax (GST).

- 7.2 The Business will waive its Service Fee if the lost money and/or share claim is not successful after the Customer has provided all the necessary information and documentation.
- 7.3 The Business shall be entitled to issue the Customer with an invoice, payable within seven (7) days, for the Service Fee that would have been payable on lost money and/or shares that could have been reclaimed by the Business if the Customer had not:
- (a) knowingly withheld the necessary information or documentation as required by the Business to successfully reclaim the lost money and/or shares;
 - (b) engaged the services of another service provider in competition with the Business; or
 - (c) dealt directly with the holding authority to reclaim the lost money and/or shares.
- 7.4 Any costs incurred by the Business in recovering the Service Fee due, including legal costs, are payable by the Customer.

8. RECOVERY OF LOST MONEY

- 8.1 The Customer acknowledges and agrees that when claims for lost money and/or shares are successful, in the first instance the holding authority will send the lost money reclaimed to the Business, as the agent acting on behalf of the Customer.
- 8.2 The reclaimed money will be deposited into a Business Bank Account.
- 8.3 The Customer authorises the Business to deduct the Service Fee from the reclaimed money in the Business Bank Account and to transfer the balance by Electronic Fund Transfer (EFT) to the bank account nominated by the Customer. Bank account details will be collected separately by the Business at the time of disbursement.
- 8.4 Where a bank account has not been nominated by the Customer at the time of disbursement, the Customer will be sent a Bank Cheque for the balance to its current residential or business address held on file by the Business. Any Bank Cheque issuance fees will be payable by the Customer.
- 8.5 Where the holding authority issues a cheque for the reclaimed money in the name of the Customer and sends it to the Customer or the Business, the Customer agrees to pay the Service Fee due to the Business within seven (7) days of the money and/or shares being received from the holding authority or the Business. The Business shall issue the Customer with an invoice detailing the amount payable and different methods for payment. Any unpaid amount will accrue interest at the Reserve Bank of Australia (RBA) Cash Rate + 5% per annum calculated daily.
- 8.6 The Business cannot guarantee that any amount can be reclaimed.

9. INDEMNITIES

9.1 The Business will not be liable for any loss arising from a delay caused by the Customer, including failure to provide the required documentation, information or forms, or for any matters outside of its control, including holding authority processing times.

9.2 The Business cannot warrant the accuracy or completeness of any information provided by any third party which the Business provides to you. In providing the Customer with information regarding lost money and/or shares possibly due to the Customer, the Business has relied entirely upon information provided by holding authorities and the Business will not be liable for any loss arising from this reliance.

10. COMPLAINTS AND DISPUTE RESOLUTION

10.1 If the Customer has a complaint or dispute arising from the Services or these Terms & Conditions, the Customer should contact Smarter Claims in the first instance by:

- **Email:** support@smarterclaims.net.au
- **Phone:** 02 8006 0058
- **Post:** PO Box 726, Edgecliff NSW 2027

10.2 Smarter Claims will acknowledge receipt of any written complaint within 5 business days and endeavour to resolve the complaint within 20 business days of receipt.

10.3 If the Customer is not satisfied with the outcome of the complaint, or if the complaint has not been resolved within 20 business days, the Customer may refer the matter to the relevant external body:

- **NSW Fair Trading** – for general consumer disputes: fairtrading.nsw.gov.au or 13 32 20
- **Australian Competition and Consumer Commission (ACCC)** – for Australian Consumer Law matters: accc.gov.au or 1300 302 502

10.4 Nothing in this clause limits the Customer's rights under the Australian Consumer Law or any other applicable legislation.