

## Terms and Conditions

### Summary

**A few key things to consider before you read the full document:**

#### When you purchase gold from us:

At the time an invoice or purchase order is created you enter into a binding contract with ABC and the price is locked in. In the event of any default by you an administration fee of \$330 (plus any other losses incurred by ABC) will be charged. Payment is due within one business day of the time of processing. • Prices are live and updated every five minutes.

#### When we purchase gold from you:

At the time you place a sell order on our site, this is an offer to sell only and is not a binding contract with ABC. ABC will confirm within 1 business day of the placing of a sell order whether it accepts the offer. If the offer is accepted, the sale price will be locked to the price at the time the sell order was placed.

#### When you store gold with us:

ABC offers a range of different storage services, including storage of individual gold bars or an interest in a shared and annually audited 'pool' of gold.

#### Interpretation:

1. In these Terms and Conditions the following definitions apply unless context otherwise requires:

**ABC** means Australian Bullion Company (NSW) Pty Ltd ABN 82 002 858 602.

**ABC Pool Allocated Product** means a product that is offered by ABC that enables investors to purchase a 'share' in a pool of Precious Metal held as metal positions by ABC or its Related Bodies Corporate. Consumers can take possession of Precious Metal at any time by converting all or part of their **ABC Pool Allocated Product** into Precious Metal bars or coins. This is known as a 'barring premium' and incurs a small charge.

**ABC Premium Product** means a product that is offered by ABC available for certain Precious Metal products that are stamped with a unique bar identity number and are specifically allocated to you. If you withdraw the bar/s you will receive the exact same bar you placed into storage. We require 48 hours' notice to retrieve your unique bar/s from storage for you to inspect.

**ABC Secure Product** means a product that is offered by ABC for all standard Precious Metal products (but not coins that are limited mintages). The Precious Metal products that you purchase are held in storage with ABC. If you withdraw them, you may not get the very same Precious Metal product/s you bought and stored with ABC, but you will receive the same size, brand, type and quantity of Precious Metal.

**ABC Storage Service** collectively refers to ABC Premium Product, the ABC Secure Product and the ABC Pool Allocated Product.

**Account** means an account held by ABC on your behalf for the purpose of facilitating any transaction, Product or Service, including storing, holding or trading on your behalf.

**ACL** means the Australian Consumer Law Schedule of the *Competition and Consumer Act* (2010).

**AML/CTF Act** means the *Anti-Money Laundering and Counter-Terrorism Financing Act* (2006).

**AML/CTF Rules** means the *Anti-Money Laundering and Counter-Terrorism Financing Rules Instrument 2007* (No.1).

**Authorised Agent** means any person you have properly authorised to give trading or funding instructions to ABC on your behalf in connection with your account including an Additional Operating Authority or Collection Authority

**Available Funds** means cleared funds, including funds which have been made available by means of direct debit.

**Business Day** means a day in which banks and foreign exchange markets are open for business in Sydney, Australia.

**Consumer** is as defined in the ACL and in determining if you are a consumer, the determination is made if you are a consumer under the Contract.

**Contract** means the contract evidenced by and created when we issue an invoice, purchase order or metal refining request under clause 9 of these Terms.

**PPSA** means the *Personal Property Securities Act* (2010),

**Precious Metal** means Gold, Silver, Platinum or Palladium.

**Product** means Precious Metals and any other products sold or purchased by us from time to time.

**Related Body Corporate** has the same meaning that is ascribed to that term in section 50 of the Corporations Act (2001) (Cth).

**Secured Moneys** means all purchase moneys, storage fees, interest fees, administrative fees, commission, costs, taxes, charges or other moneys owing by you to ABC pursuant to this Agreement from time to time.

**Security Interest** means a security interest as defined by section 12 of the PPSA.

**Services** means any services provided by ABC, including holding or trading, assaying, refining, storage, insurance and delivery.

**Terms** means these Terms and Conditions.

**Your Information** means relevant information about you or your entity such as your full name, date of birth, business name, residential address, business address, ABN and your interactions with us (such as trades), copies of personal ID documents such as your driver's licence, passport, Medicare card, bank statements, rates notices or any other documents that prove your identity or information about you that is publicly available, for example from public registers or social media.

#### General:

2. These Terms apply to all dealings between the Consumer (collectively referred to as "you" or "your") and ABC (collectively referred to as "ABC", "we", "our" and "us") regardless of the facility/device/ mechanism used to facilitate the dealings.
3. We will not be responsible for any loss or liability incurred by you arising or in any way connected with any dealing or transaction with us, contemplated or actual, except to the extent of liability imposed by the ACL.
4. Any information provided by us including information posted on our website is indicative and for information only. We do not warrant the accuracy of that information and you should not rely on that information.

5. These Terms replace any agreement that currently exists between you and us and the obligations entered into under the prior arrangement will be treated as if they were entered into pursuant to these Terms.
6. You acknowledge that by:
  - a. creating an Account; or
  - b. placing an offer to buy a Product; or
  - c. placing an offer to purchase a Service from ABC; or
  - d. placing an offer to sell a Product to ABC,
 you evidence your acceptance of these Terms.

#### Your Contract with Us:

7. Before we can Contract with you, you must establish an Account with us. You cannot submit an offer to buy or sell until your Account has been established. We will notify you in writing once your Account has been established.
8. You may submit an offer to:
  - a. buy a product from ABC (including the deposit of Available Funds with ABC); or
  - b. purchase a Service provided by ABC; or
  - c. sell a product to ABC,
 from time to time however we are not bound to accept any offer/order/inquiry received from you.
9. If your offer to buy a Product from ABC is accepted, ABC will raise an invoice for the price of the Product quoted by ABC at the time the offer was made.
10. If your offer to purchase a Service provided by ABC is accepted, ABC will raise an invoice for the service fee as quoted by ABC at the time the offer was made.
11. If your offer to sell a Product to ABC is accepted, ABC will raise a purchase order for the price of the Product quoted by ABC at the time the offer was made.
12. You enter into a binding Contract with us at the time an invoice or purchase order is raised by us, whether placed in our offices, by phone, email or through our website.
13. Payment terms for purchases of Products by you under the Contract is within one Business Day from the time of processing unless agreed by us otherwise and are usually set out in the invoice we send you. Non-payment within the time specified will result in a default by you of your obligations and you will be liable to additional costs and possibly damages.
14. Payment terms for Services provided by ABC are in accordance with the schedule of service fees provided by ABC.
15. ABC provides Customers the opportunity to purchase Product via BitPay. ABC will not be responsible for the reliability, completeness or accuracy of that transaction nor any loss or liability incurred by you arising in any way because of the use of BitPay. The Customer is responsible to pay all costs, fees and/or margins charged by BitPay because of its use as a payment platform. ABC does not receive a commission because of its offering of BitPay as a payment platform. Title in any Product will not transfer to the Customer until ABC receives Available Funds.
16. Payment terms for purchases by ABC under the Contract is within one Business Day from the time of processing unless otherwise advised by us and will usually be set out in the purchase order we send you.

17. The price quoted by ABC at the time of submission of your offer is indicative only and subject to our confirmation within the invoice or purchase order we send you. We reserve the right to correct any errors which may be shown in the quote, invoice or purchase order at any time upon notice to you, including without limitation the price and you must accept the new corrected invoice or purchase order.
18. Products purchased by you will be made available to you at the time specified on the invoice based upon availability at the time.
19. In engaging ABC to provide ABC Storage Services you acknowledge, understand and accept that:
  - d. ABC Storage Service inventory is represented by physical inventory of Precious Metal on hand and metal receivable positions held with any Related Body Corporate (in the case of the ABC Pool Allocated Product);
  - e. Biannually an independent assurance practitioner verifies the existence of and reports on the physical inventory of precious metal in ABC Storage Services records. The report is made available on the ABC website; and
  - f. ABC is also subject to an annual statutory audit undertaken by an independent assurance practitioner which includes standard audit procedures.
20. Where ABC stores your Product and you offer to sell that Product to ABC, ABC will only purchase Product that has been verified as being held by ABC.
21. Product sold is subject to a weight tolerance of +/- 5% to be applied at the Contract price, at the time of delivery.

#### ABC Bullion Gold | Silver Saver:

22. ABC Bullion Gold | Silver Saver is a program that allows ABC customers to purchase gold | silver from ABC automatically via direct debit.
23. Application to the ABC Bullion Gold | Silver Saver program will require a direct debit authority in a form required by us to automatically debit the nominated funds from your credit card or bank account.
24. ABC will never retain records of your bank account details unless you expressly consent to ABC retaining that information.
25. Gold | Silver purchased as part of the ABC Bullion Gold | Silver Saver program is subject to the same general conditions set out in these Terms relating to the purchase of Products by ABC with the exceptions that:
  - a. ABC will raise an invoice for payments made by direct debit for the price of the gold quoted by ABC at 5pm on the Business Day when the payment was made (or if the direct debit was made on a non-Business Day, the next Business Day); and
  - b. ABC requires 48 hours' notice to cancel your direct debit authority. Where a direct debit has been cancelled on the ABC website, you should call the ABC office and email ABC to confirm the cancellation.

#### Your Commitments:

26. You warrant that all information provided by you in your Account application is complete, accurate and correct and is not misleading. We may rely on that information unless and until we receive written notice of any change signed by you. Any such varied information will be covered by this warranty.

27. You warrant that you have full capacity, power and are otherwise properly authorised to enter into obligations and exercise rights pursuant to these Terms. If you are the trustee of a trust or a superannuation fund you further warrant that any transaction is for the benefit of the trust or superannuation fund and that you have the right to be fully indemnified out of trust assets or the superannuation fund for obligations incurred in any transaction.
28. You represent that at all times during your dealings with us you will be in a position to meet all your commitments and obligations arising from these dealings.
29. ABC does not give personalised advice or make personalised recommendations. You warrant that before transacting with us you have assessed and evaluated the proposed transaction in the light of your personal financial situation, investment objectives and particular needs.
30. The type, nature, extent, service provider or platform of any Service, Product or facility available to you may change from time to time. In such circumstances, where we consider it reasonably necessary, ABC will provide you with notice of the change.
31. ABC is not responsible for the reliability, completeness, or accuracy of any third-party information it provides or makes available to you.
32. ABC is entitled to rely on instructions from any Authorised Agent that you appoint until it has actual notice in writing from you that such appointment has been revoked.
33. ABC has the right to correct any trading or administrative errors including but not limited to reversing or cancelling an invoice or purchase order without your consent and without liability or recourse against ABC.
34. ABC's operating policy is as follows. ABC endeavours to deal fairly and in due turn with all orders to buy and sell Product regardless of your instructions, source or method of delivery. It is the practice of ABC to deal with all orders in the sequence in which they are received, and otherwise as expeditiously as practicable but no Product will be released or dispatched earlier than receipt of notification by ABC from its bank of the purchase monies becoming Available Funds.
35. You agree and warrant that you will notify ABC immediately of any errors or omissions in our records with respect to your details or Account, all changes must be received in writing or via email.
36. ABC reserves the right to suspend trading, or immediate fulfillment of orders in times of high market volatility or fast-moving market conditions. Accordingly, if a particular brand of Product is not available at the time you enter into an agreement with ABC to provide an ABC Storage Service, that Product may at ABC's discretion be replaced with an equivalent weight of an alternate brand of metal until such time as the branded Product ordered by you is delivered to ABC.
37. Prices published by ABC are indicative only and subject to these Terms, the pricing of your order is fixed (based on a premium over the spot price of the metals) at the time of tax invoice or at the time of your Purchase Order (based on a price below the spot price of the metals).
38. All prices quoted exclude storage, delivery and insurance charges unless expressly included. You acknowledge that you must pay for upon receipt of Invoice and take delivery or arrange for storage of the Product sold to you within 14 calendar days of receipt of advice that the Product is available for collection after which the Product will be stored at your risk and expense.
39. All prices are subject to availability and can be withdrawn or varied without notice. The price is only guaranteed once paid for in full by you. Prices quoted in our office may be higher than prices quoted on the ABC website.
40. When we agree to arrange delivery, transport, insurance or storage of Product on your behalf, we do so as your agent and to the maximum extent permitted by law, without liability.
41. Title in any Product passes to you when we receive Available Funds.
42. Risk in any Product passes to you where in pursuance of a contract of sale ABC: provides the Product to you or your authorised representative; or is authorised or required to send the goods to you or delivery to a carrier (whether named by you or not) for the purpose of transmission to you. You assume all risk and liability for loss, damage, injury to persons or your property, or property belonging to a third person, arising out of the use, possession of or dealings with any of the Product sold by us, (including changes in your financial situation), unless recoverable from us on the failure of any statutory guarantee under the ACL as security for the due and punctual payment of the Secured Moneys, you grant ABC a Security Interest in all Products held by ABC on your behalf.
43. Any period or date for delivery of Product or provision of Services stated by us is an estimate only and not a contractual commitment.
44. If you select not to insure your Product whilst in transit from ABC to your nominated shipping address, the Risk in any Product passes to you where in pursuance of a contract of sale ABC: provides the Product to you or your authorised representative; or is authorised or required to send the goods to you or delivery to a carrier (whether named by you or not) for the purpose of transmission to you. You assume all risk and liability for loss, damage, injury to persons or your property, or property belonging to a third person, arising out of the use, possession of or dealings with any of the Product sold by us, (including changes in your financial situation).
45. We will use our reasonable endeavours to meet any estimated dates for delivery of the Product but will not be liable for any loss or damage suffered by you or any third party for failure to meet any estimated date.
46. If we cannot complete the Services by any estimated date, we will complete the Services within a reasonable time.
47. ABC, at its sole discretion, may introduce or amend storage fees and storage conditions including but not limited to ABC Storage services conditions.
48. These Terms are governed by the laws of New South Wales and the Courts of New South Wales have non-exclusive jurisdiction in relation to any disputes to which these Terms apply.

#### Your Instructions:

49. All instructions are subject to the law, and these Terms.
50. It is your responsibility to ensure that all instructions given to ABC (whether by you or an Authorised Agent) are in accordance with the law, and these Terms.
51. If we consider it is in our reasonable interest to do so and to the extent permitted by law, we may decline to act on your behalf in relation to any particular dealings, without explanation or advance notice. Additionally, we may decline to act on your behalf where we:



- a. believe the transaction would result in no change of beneficial ownership;
  - b. believe the instructions are ambiguous, incomplete, or unclear; or
  - c. suspend your account due to unpaid or overdue accounts.
52. If more than one person constitutes the Consumer, then they are jointly and severally bound by these Terms and we are entitled to act upon the instructions of any one of those persons unless specified otherwise on the account application form. If one joint account holder dies, we will treat the storage holdings in the joint account as being owned by the surviving account holder(s).

**Payment and Settlement Obligations and Default:**

53. You must pay ABC:

- a. the full purchase price for any Product, commission, fees and charges in connection with your Account and our services at the rates and currency notified by us in writing from time to time; and
- b. any fees, taxes or other charges levied by a third party on ABC in connection with your order or Account, including but not limited to charges by banks or financial institutions; and
- c. interest on any unpaid amounts at the Reserve Bank of Australia Cash Rate plus 4% per annum from the day the amount falls due until the date the amount is paid.
- d. pursuant to the following payment methods only:
  - (i) Direct Deposit by EFT: When transferring funds by bank transfer, you must transfer to us from a bank account in the name specified in an invoice;
  - (ii) Credit Card: When transferring funds by credit card, the name on that credit card must be the same as that specified in an invoice;
  - (iii) Cash: Accepted at official ABC Branches only to a maximum amount (determined by ABC) per day per customer;
  - (iv) B-Pay; and
  - (v) PayID.

54. You are required to provide Available Funds to pay for all costs in connection with a purchase of Product, by settlement date or at any earlier time as required by ABC.

55. In the event of any default by you in the fulfillment of any of your obligations to us:

- a. you must pay us a default administrative fee of AUD \$300 + GST for each default; and
- b. you must compensate and indemnify us (including our subsidiaries, and their respective directors, employees, contractors, and agents) in respect of any and all losses, claims and expenses incurred by us as a result of your default; and
- c. without limiting the generality of (b) above, we may exit all and any positions taken by us in relation to your Contract, including any physical contracts, in which case you will indemnify us in respect of any costs and losses we may incur as a result of exiting any position; and
- d. without limiting the generality of (b) above, if you default in payment of an invoice (which includes termination or cancellation of an order by you) you will pay us the difference between the price invoiced to you for any Product, and the current buyback price (as determined by us) of the Product as at the date your default is processed; and

- e. without limiting the generality of (b) above, if you default in payment of an invoice and your invoice remains outstanding for over ninety (90) days, ABC may at its option, either convert some or all of your ABC Premium Products and/or ABC Secure Products into an equivalent weight of ABC Pool Allocated Product, or call on the Security Interest granted by you pursuant to these Terms and seize and dispose of products held by us in satisfaction of monies owed by you to ABC pursuant to Chapter 4 of the PPSA; and

- f. you irrevocably authorise us to debit your Account (including your credit card account) in respect of any such losses; and

- g. we may refuse to accept or fulfil any further orders from you for Product or our Services.

- h. without limiting the generality of this clause 55., ABC may elect to cancel a relevant invoice and any funds received by ABC Bullion will be returned to the bank from which they came. For example, ABC Bullion does not accept as payment cash deposits at bank branch. In the event that such funds are received by ABC, the relevant invoice will be deemed to have been cancelled and any funds received by ABC Bullion will be returned to the bank from which they came. You agree that it is the responsibility of the depositor to liaise with the relevant bank to arrange repayment of funds so deposited.

**Authorities:**

56. Clauses 34 to 48 of these Terms will continue in full force and effect after any Account or Contract expires or is terminated.

57. In connection with the establishment of these arrangements and the collection of overdue payments, you authorise us to supply relevant information contained in your application form and other records to a credit reporting agency and to obtain credit reports about you from any credit reporting agency.

58. You authorise us to record any telephone conversation(s) between you and us, with or without an audible tone warning device.

59. You agree to pay our normal commission fees and to reimburse us for any extraneous costs, such as GST, for transactions made on your behalf.

60. You authorise us to appropriate any credits, payments, and other receipts from you or from your Account in such manner and order as we think fit against any amounts due or owing by you to us.

**Liability:**

61. Except as these Terms state, or as contained in any express warranty provided in relation to the Product or our Services, the Contract does not include by implication any other term, condition, or warranty in respect of the quality, merchantability, acceptability, fitness for purpose, condition, description, assembly, manufacture, design or performance of the Product or our Services or any contractual remedy for their failure.

62. If you are a Consumer nothing in these Terms restricts, limits, or modifies your rights or remedies against us for failure of a statutory guarantee under the ACL.

63. If you on-supply the Product to a Consumer, subject to these Terms:

- a. if the goods are not of a kind ordinarily acquired for personal, domestic or household use or consumption, then the amount specified in section 276A(1) of the ACL is the absolute limit of our liability to you howsoever arising under or in connection with the sale, use of, trading, storage or any other dealing with the Product or our Services by you or any third party; and

- b. otherwise, payment of any amount required under section 274 of the ACL is the absolute limit of our liability to you howsoever arising under or in connection with the sale, use of, trading, storage or any other dealing with the Product or our Services by you or any third party.
- 64. If you use up or transform the Product in the course of trade, and when you supply your own goods to a Consumer the Product are no longer "goods" as defined in the ACL then we will not be liable to you or the Consumer in any way arising under or in connection with the sale, use of, storage or any other dealings with the goods or Product by you or any third party.
- 65. If any of clauses 61 - 64 do not apply, then other than as stated in these Terms or any written warranty statement we are not liable to you in any way arising under or in connection with the sale, use of, storage or any other dealings with the Product or Services by you or any third party.
- 66. You acknowledge that:
  - a. you have not relied on any service involving skill and judgement, or on any advice, recommendation, information, or assistance provided by us in relation to the Product or services or their use or application; and
  - b. you have not made known, either expressly or by implication, to us any purpose for which you require the goods or services and you have the sole responsibility of satisfying itself that the Product or Services are suitable for your use.
- 67. You agree to release ABC, its subsidiaries, and their respective directors, employees, contractors and agents from any obligation or liability with respect to any loss, whether direct or consequential, that you suffer or incur in connection with your business dealings with ABC except to the extent of liability imposed by the ACL.
- 68. ABC shall not be liable for any loss arising in connection with the operation (including delays and errors) breakdowns, disruption to or malfunction of any system, device or service except to the extent of liability imposed by the ACL.
- 69. Nothing in the Terms is to be interpreted as excluding, restricting or modifying or having the effect of excluding, restricting or modifying the application of any state or federal legislation applicable to the sale of goods or supply of services which cannot be excluded, restricted or modified.
- 70. Except as these Terms state, or as contained in any express warranty provided in relation to the Product or our Services, the Contract does not include by implication any other term, condition or warranty in respect of the quality, merchantability, acceptability, fitness for purpose, condition, description, assembly, manufacture, design or performance of the Product or our Services or any contractual remedy for their failure.
- 71. If you are a Consumer nothing in these Terms restricts, limits or modifies your rights or remedies against us for failure of a statutory guarantee under the ACL.
- 72. The delivery times made known to you by or on behalf of ABC are estimates only and ABC is not liable for late delivery or non-delivery.
- 73. ABC will not be liable for any loss, damage or delay occasioned to you arising from late or non-delivery.
- 74. ABC is not responsible to you or any person claiming through you for any loss or damage to the Product in transit caused by any event of any kind or by any person

(whether or not ABC is legally responsible for the actions of that person).

- 75. ABC will provide you with such assistance as is reasonably necessary to institute claims against a carrier for damages/loss to Products in transit so long as you have paid for insurance, and you have notified ABC and the carrier in writing immediately after loss is discovered by you and in case of damage on receipt of Product; and served a claim for compensation on the carrier within 5 days of the date of discovery of loss or date of receipt of the Product.

#### Variation:

- 76. We reserve the right to vary these Terms in our sole discretion. Any variation of these Terms shall apply to all dealings between you and us from the day on which the variation takes effect. These Terms and Conditions are available at [www.abcbullion.com.au](http://www.abcbullion.com.au) and the use of ABC website is acceptance of the Terms and Conditions as varied from time to time.

#### Notice:

- 77. Any notice, request, demand or other communication may be sent to your postal or, email address last notified to us and the notice, request, demand or other communication shall be taken to have been received by you if sent by prepaid letter on the Business Day following posting and if sent by facsimile or other electronic means.

#### Termination:

- 78. Subject to the completion of any outstanding obligations, these arrangements may be terminated by either party giving not less than seven days written notice to the other party.

#### Assignment:

- 79. You must not assign any Agreement without prior written consent of ABC. ABC may assign any Agreement without notice to you.

#### Notice:

- 80. If the whole or any part of a provision of any Agreement is or shall become void, unenforceable or illegal, the remainder of any Agreement shall have full force and effect. The parties agree that in such a case, the provision held void unenforceable or illegal shall be replaced by such provision that in its commercial and legal context is most similar to the provision held void, unenforceable or illegal.

#### Regulatory Obligations:

- 81. Under the Anti-Money Laundering and Counter-Terrorism Financing Act 2006 (AML/CTF Act) we are required to verify your identity before providing you with any financial services. It is an offence under the AML/CTF Act to provide false or misleading information about your identity.
- 82. We are required by legislation to collect Your Information and to verify your identity before transacting with you.
  - a. How we verify your identity electronically

Your identity may be verified electronically or through document-based verification. By continuing with the ABC account application, you consent to:

  - i. your identity being verified electronically, and

- ii. your information to be disclosed to our selected identity verification KYC suppliers who will match it against public and government sources, and against personal information held by them.

KYC suppliers are obligated to use your information for identity verification only and must keep your information confidential. This identity verification process may involve the use of vetted external organisations which may have their own privacy policies in place.

You may contact the external listed organisations in clause 83 for further information regarding how our personal information is used.

ABC will use the details you have provided on your application to electronically verify your identity. We may request additional information, such as a driver's license and/or your passport details as and when required.

83. The external organisations used to match Your Information and identity include but are not limited to:
- Trulioo: [www.trulioo.com](http://www.trulioo.com)
  - Document Verification Service: [www.dvs.gov.au](http://www.dvs.gov.au)
  - Equifax: [www.equifax.com](http://www.equifax.com)
  - GBG: [www.gbg-greenid.com/](http://www.gbg-greenid.com/)
84. The documents used to match Your Information and identity may include:
- birth certificates;
  - certificates of registration by descent;
  - change of name certificates;
  - citizenship certificates;
  - driver licences;
  - ImmiCards;
  - marriage certificates;
  - Medicare cards;
  - Passports; and
  - Visas.
85. Please note, that providing false or misleading information about your identity is an offence under the AML/CTF Act.
86. You do not have to proceed with online verification. You can choose to attend our office to complete the identification process in person.
87. In order to complete your online identification, we will exchange Your Information with external organisations, including:
- credit reporting agencies;
  - independent, private-sector organisations;
  - government departments; and
  - outsourced service providers who co-ordinate the electronic identification process and who may conduct additional matches against public or proprietary databases.
88. By proceeding with online identification, you permit these external organisations to record, use and disclose Your Information in accordance with their own privacy policies and legal obligations.
89. Neither ABC nor its out-sourced service providers will access records held about you by these external organisations other than for the purpose of matching Your Information you have chosen to enter through the ABC website.
90. If we are unable to verify your identity electronically, ABC will advise you.

91. We must obtain express and informed consent from you prior to making a verification request; this consent can be indicated online or on the phone.
92. As a general rule, ABC does not accept third-party payments in relation to your purchase of a Product unless the reason for that method of payment is advised to ABC and accepted by ABC acting in its sole discretion.
93. By transacting with ABC, you acknowledge and agree that:
- ABC may not be able to verify whether or not you have settled your account with ABC pursuant to a third-party payment;
  - all payments made to ABC have been made to ABC by the person(s) to whom the invoice is addressed; and
  - to the extent that you have made a third-party payment to ABC that ABC subsequently becomes aware of, ABC reserves the right to delay delivery of a Product until the reasons for that method of payment are advised to ABC and accepted by ABC acting in its sole discretion.

#### Privacy:

94. ABC and entities controlled by it are bound by the Australian Privacy Principles (or APP's) and the *Privacy Act* (1988).
95. The ABC Privacy Policy is available [here](#) or upon request from any ABC office and should be read in conjunction with the above. It contains further details about our information collection and handling practices including information about:
- other ways we may collect, use or exchange Your Information;
  - how you may access and seek correction of Your Information; and
  - how to make a complaint about a breach of your privacy rights and our complaint handling procedure.

#### Force Majeure:

96. Subject to clause 97, where a party is unable, wholly or in part, to carry out any obligation under this agreement by reason of an act of God, strike, lockout or other interference with work, war declared or undeclared, blockade, disturbance, lightning, fire, earthquake, storm, flood, explosion, governmental or quasi-governmental restraint, expropriation prohibition intervention direct or embargo, unavailability or delay in availability of equipment or transport, inability or delay in obtaining governmental or quasi-governmental approvals consents permits licenses authorities or allocations, and any other cause whether of the kind specifically enumerated above or otherwise which is not reasonably within the control of the party affected (**Force Majeure**), and that party:
- gives the other party prompt notice of that Force Majeure with reasonably full particulars thereof, and insofar as known, the probable extent to which it will be unable to perform or be delayed in performing that obligation; and
  - uses all possible diligence to remove that Force Majeure as quickly as possible,
- that obligation is suspended so far as it is affected by Force Majeure during the continuance of the event.
97. Any:
- obligation to pay money is never excused by Force Majeure; and

- b. requirement that any Force Majeure must be removed with all possible due diligence does not require the settlement of strikes, lockouts or other labour disputes, or claims or demands by any government on terms contrary to the wishes of the party affected.

**Disclaimer:**

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