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## **ON-LINE ORDERING FACILITY TERMS AND CONDITIONS**

### **STATEMENT**

In these terms and conditions, United Currency Exchange™ Pty Ltd is referred to as “United Currency Exchange” “UCE” “we” “our” or “us”. The purpose of these terms and conditions is to describe United Currency Exchange business practices and your obligations as the user of our website. The website of [www.unitedcurrencyexchange.com.au](http://www.unitedcurrencyexchange.com.au) (the “Site”) and its contents is owned by United Currency Exchange™ Pty Ltd (ABN 68 119 598 202).

United Currency Exchange™ reserves the right to alter, update, amend or change these terms and conditions without prior notice. You are fully responsible for reviewing these terms and conditions as such alterations or amendments of the terms and conditions will govern your continued use of the site.

The website and information offered to you conditional to your acceptance without modification of the terms, conditions, and notices contained herein (ON-LINE ORDERING FACILITY TERMS AND CONDITIONS). The use of this Site by you constitutes your agreement to comply with these terms and conditions.

The term of “you” in these terms and conditions refers to all individuals or entities accessing or using this website for any reason. Individuals in these terms and conditions mean persons who are over 18 years of age who are Australian residents and accessing this facility from our website. The suppliers, the third party agencies/representatives in these terms and conditions mean all external third party providers in which United Currency Exchange™ engages in the Site.

We, in our sole discretion, reserve all the rights to reject or to refuse providing our service to any individual for any reason or no reason. United Currency Exchange™ will not be responsible for any loss or damage, and any cost incurred by you due to our rejection or refusal to provide the service from this On-Line Ordering Facility.

### **UNITED CURRENCY EXCHANGE**

A Level 5, Suite 503, 55 Swanston Street  
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## **NOTICE OF AGREEMENT**

Our website is designed to assist you conveniently in purchasing foreign currency banknotes within Australia. Products and services offered by us on the Site may change at any time without notice. Accordingly, United Currency Exchange™, at its sole discretion, may also need to change, without limitation, the restrictions, terms, conditions, prices, details, applicable taxes, charges, and any other associated costs of relevant products and services from time to time without notice.

The Site is provided for you to purchase foreign currency banknotes for your personal holiday and business travel use only. You must not use the Site for commercial purposes. You must not use the Site for speculative trading or investment, or any other purposes. You must not vary, modify, distribute, copy, display, perform, reproduce, publish, license, transfer, retransmit, lend, or sell any information, software, products or services obtained from the Site. Any breaches or violations of these terms and conditions by you may result in legal action being taken by United Currency Exchange™ against you.

When you purchase foreign currency banknotes/cash from our website, means you have read and agreed to our Product Disclosure Statement, these terms and conditions, and our Privacy Policy.

These On-line Ordering Facility terms and conditions shall prevail when there is any inconsistency between our Product Disclosure Statement and these On-line Ordering Facility terms and conditions.

Should you not agree with our terms and conditions, you must not use and must not purchase foreign currency banknotes/cash through our website or by contacting our Customer Service Centre via email or phone.

## **PROHIBITED USE AND REDISTRIBUTION RIGHTS**

By using the Site, you have agreed that you will not use the Site for any purpose that is unlawful or prohibited by these terms and conditions. The site is not intended for distribution to, or use by, any individual or entity in any jurisdiction or country where such distribution of use would be contrary to local law or regulation. You also fully agree that you will not redistribute, amend, copy, or commercially use any data, information or materials found on the Site without United Currency Exchange™'s written permission, which permission may be withheld in UCE's sole discretion.

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## **INTELLECTUAL PROPERTY, CONTENTS, LICENSE AND COPYRIGHT**

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## **ON-LINE ORDER PROCESSES**

In order to comply with the relevant laws and regulations, it is mandatory that you must provide the requested information for us to process your order. We reserve the rights to request further information from you in order to process, authenticate, or verify your order. We will use variety of procedures to authenticate, verify, and monitor each order and each transaction. United Currency Exchange™ reserve the right to cancel your order or refuse to process your order if you fail to supply the required information to authenticate or verify your order.

You must follow the instructions and complete mandatory ordering information in order to place an order in our website. You could correct errors or mistakes in your order before clicking the submit button to submit your order. You must complete your order before your session times out. Otherwise you will need to restart the order process again. By submitting your order, you have confirmed that all relevant information and details submitted in the order are true and correct in all respects. You will not be able to correct any errors or mistakes in the order once submitted.

You will not be able to cancel any orders once submitted.

When you collect your order from the nominated collection location, your personal information and details will be collected for the purpose of verification of your identity.

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## EXCHANGE RATES

Exchange Rates in the Site are subject to change from time to time without prior notice. We may use both dynamic and static exchange rate mode in determining our exchange rates in the Site. We have different exchange rates for certain foreign currency banknotes based on their available denomination. Our dynamic exchange rates model are updated every minute interval as we are aiming to provide you with the most competitive exchange rates. The exchange rate will be locked in for several minutes for you until the order has been submitted to us. The chosen exchange rate will be the applicable exchange rate for your order/transaction. Your order information and the applicable exchange rate are also set out in the confirmation email. Failure to submit your order within specific timeframes will result an automatic update on the applicable exchange rate for your transaction.

Applicable exchange rate for your order is absolutely non-negotiable once your order is submitted.

## FOREIGN CURRENCY BANKNOTES AND DENOMINATIONS

You could only purchase those foreign currencies listed in the Site. The available foreign currencies for you to purchase in the Site are subject to change from time to time at our sole discretion without prior notice.

Available denominations are NON-NEGOTIABLE and subject to availability from United Currency Exchange™ Pty Ltd. You cannot choose or select your preferred currency denominations in the Site. Denominations available in the Site are subject to change from time to time at our sole discretion without prior notice.

## ON-LINE ORDER LIMITS

- a. Minimum Order – **STORE & POST OFFICE** Collection  
You must order minimum the equivalent of AUD 200 for each order. This could be combination of currencies.
- b. Maximum Order – **STORE** Collection  
Your maximum order is the equivalent of AUD 9,000 per order. This could be combination of currencies.
- c. Maximum Order – **POST OFFICE** Collection  
Your maximum order is the equivalent of AUD 2,500 per order. This could be combination of currencies.

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The above limits are only applicable to this On-Line Ordering Facility and are different when you purchase your foreign currency banknotes from our stores.

The above limits are subject to change from time to time at our sole discretion without prior notice.

### CURRENCY RESTRICTIONS

Currency availabilities, denominations, and limits are subject to a country's monetary regulations and currency exchange restrictions. We reserve the rights, at our sole discretion, to update currency availabilities, denominations, and limits from time to time without prior notice.

United Currency Exchange™ recommend that you always check and read the relevant laws and regulations of the country you are travelling to via the relevant government website. In Australia, you can find some useful information by visiting following websites:

- [www.smarttraveller.gov.au](http://www.smarttraveller.gov.au)
- <http://dfat.gov.au/travel>

### PAYMENT OF YOUR ORDER

We only accept BPAY® as a payment method for your order. You must register with your financial institution to be able to make payment using BPAY®. Once registered, you will be able to make payment using BPAY® via your online account, phone banking, or mobile.

Once you submitted your online order, you will receive your order invoice with the total amount, a transaction reference number, and our BPAY® biller code. You must make payment via BPAY® within 90 minutes of the placement of your order in the Site.

**YOUR ORDER WILL BE AUTOMATICALLY CANCELLED IF NOT PAID WITHIN 90 MINUTES OF THE PLACEMENT OF YOUR ORDER IN THE SITE.**

You cannot pay your order at the time you collect your order in our nominated collection location. All order must be paid using BPAY®. Payment with BPAY® must be made only from your own bank account, not from any third party bank account. We will not process your order if it is paid using third party bank account.

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Payment using a third party bank account will result an automatic cancellation of your order. We will return your payment to the bank account which was being used to make the payment for your order. It may takes up to 2 weeks to refund your money into the bank account used due to the banking system and compliance reason.

Please ensure you have sufficient funds in your bank account prior making the full payment, as on the invoice, via BPAY®.

You can visit [BPAY® website](#) to find out more information on how to make payment with BPAY®.

### CONFIRMATION OF YOUR ORDER AND PAYMENT

Once you click the submit button, our On-Line Ordering Facility will display the summary of your order in details. You cannot change any order that has been submitted to us.

We, at our sole discretion, reserve the rights to refuse or to process any order that we receive.

You will receive an email confirmation from us to notify that your payment has been received by us and your order is ready for collection in the nominated location. The email confirmation will also display the collection day for you to collect your order from the nominated location.

You must print and bring the confirmation email / your order invoice together with your original/certified copy of your photo identification document (either Passport or Australian issued Driver License) to the nominated location to collect your order. You cannot change the nominated collection location for your order once it is paid.

**YOU WILL NOT BE ABLE TO COLLECT YOUR ORDER WITHOUT YOUR EMAIL CONFIRMATION PRINTOUT / YOUR ORDER INVOICE AND YOUR ORIGINAL/CERTIFIED COPY OF YOUR PHOTO IDENTIFICATION DOCUMENT (PASSPORT OR AUSTRALIAN ISSUED DRIVER LICENSE).**

Full Name used on your order must be the same or must match with the full name on your Photo Identification document (either Passport or Australian issued Driver License) which is presented when you collect your order at the nominated collection location.

The above requirement for you to bring Photo Identification Document when collecting your order is for us to comply with the current laws and regulations as well as to protect you from possible fraud.

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## COLLECTION & DELIVERY DATES

It is your responsibility to allow sufficient time to collect your order before your travelling date or departure date.

Your order will be ready for collection in the nominated location at least 3-5 business days from the day in which we have received your payment in our bank account via BPAY®.

Collection of your order from Australia Post office/store may take longer than 3-5 business days from the day in which we have received your payment in our bank account. You must allow at least 10 working days to order when you collect from the Post Office. PO Box address is prohibited.

You must sign for your order when you collect at the nominated collection location.

Delivery and collection times are vary and are not guaranteed. Collection times may vary depending to the operating hours of the nominated collection location. Delivery and collection times may also subject to delays due to operational reasons which are beyond our controls.

By ordering with us, you have agreed, accepted, and authorised us to hold your foreign currency banknotes/cash that you have ordered until that order has been collected by you.

There is a cut-off time of making payment using BPAY®. When you order after 12.00 pm AEST (Australian Eastern Standard Time), please allow 1 extra business day for us to receive your payment into our bank account and to process your order.

You will receive an email confirmation to notify you that your payment has been received in our bank account.

Final email confirmation to notify that your order is ready for collection at the nominated location will be sent one (1) hour prior the scheduled collection time as stated on your BPAY invoice.

Your order will be available for collection at the nominated location during that nominated location operating hours. Each nominated collection location may have different operating hours. You must check carefully prior choosing the nominated collection location.

Regardless of any circumstances, United Currency Exchange™ Pty Ltd will not release the order from the nominated collection location to any third party.

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We could only hold your order in the nominated location for the maximum of 72 hours starting from the day you have received email confirmation from us. AUD 6.85 Insurance Cover Fee each day applied after the 72 hours period has lapsed. We will try to contact you to collect your order after your 72 hours period has lapsed. You cannot change your order collection date as specified in the confirmation email.

We will try to contact you to collect your order after your 72 hours period has lapsed. You cannot change your order collection date as specified in the confirmation email.

In addition to the Insurance Cover Fee, should you fail to collect your order after 72 hours period has lapsed, Australia Post will charge AUD 25.45 plus GST (if any) for each one (1) returned order to us.

You will be liable to pay each day late Insurance Cover Fee of AUD 6.85 plus AUD 25.45 plus GST (if any) plus a new delivery fee of AUD 15.00 when Australia Post returns your order to us due to your failure to collect within the specified timeframe.

Under these terms and conditions, your order will be treated as “Unclaimed Moneys” when either of following situation occurs:

- You have failed to collect your order within 90 days from your order date;
- You have not proceeded to reverse or to cancel your order in accordance to these terms and conditions; or,
- We are unable to contact you within 90 days from your order date.

We will reasonably endeavour to supply your order according to the day and time specified in the confirmation email, however, we cannot be held responsible should we fail to supply your order for whatever reasons. We will return your money in full. Refund will be automatically credited into your bank account.

It may takes up to 2 weeks to refund your money into your bank account due to the banking system.

We may update the order period and collection period from time to time, at our sole discretion, without prior notice.

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## ORDER CANCELLATION

Regardless of any circumstances, you cannot cancel your order once you have made payment.

You must firstly collect your order at the nominated collection location and visit one of our stores or other currency exchange provider to sell your foreign currency cash back to Australian Dollar.

Our store may not be located in all States within Australia.

We are going to buy back your foreign currency cash at the prevailing exchange rate at the time should you decide to sell your foreign currency cash in one of our stores.

This may result a loss for you as the exchange rate at the time you are selling back to us may be different from the exchange rate when you purchased the foreign currency cash from us.

Please note that we do not have any controls whatsoever in regards to the exchange rates provided by other currency exchange providers by the time you about to sell your foreign currency cash back to Australian Dollar.

Other currency exchange providers may also charge you with additional fees or additional commissions or transaction surcharges on top of their exchange rates.

## COMMISSION AND FEES

We do not charge you any additional fees or commissions on top of our exchange rates, for both in-store and on-line, when you are exchanging foreign currency cash with us.

A Fixed Delivery Fee of AUD 15.00, to deliver your order to Australia Post office/store, will be charged to you at the time of the order.

We reserve all the rights to amend or to change or to add any fee or commission, at our sole discretion, without prior notice.

## ACCEPTED PHOTO IDENTIFICATION DOCUMENTS

We only accept original/certified copy of either your Passport or Australian issued Driver License from you to collect your order at the nominated collection location.

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## **POLITICALLY EXPOSED PERSON AND WATCHLISTS**

To comply with the money laundering and terrorism financing regulations, we will refuse to process your order if your full name is listed in one of the government watchlists or in one of the sanction lists. If we find out that you are acting on behalf of sanctioned individual or entity, we will suspend your order, confiscate your order or your payment, and de-register you from the Site. Your payment money or your order will be presented to Australian Federal Police.

## **USE OF COMMUNICATION FACILITIES**

The Site may contain forums, blogs, reviews, photos, videos, chat groups or other communication facilities which designed and provided to enable you to communicate with others. You must agree not to use these facilities to abuse, defame, distribute improper materials, harass, threaten or violate other relevant legal rights of others.

You agree to only use these communication facilities to mail, send, and receive messages and material that are appropriate, proper, and when applicable related to these Communication Facilities.

United Currency Exchange™ do not have obligations to monitor the Communication Facilities and Services, however, UCE reserves rights to review and to remove any materials, at its sole discretion, without prior notice. UCE may also terminate your access to these Communication Facilities any time, without notice, for any reason whatsoever.

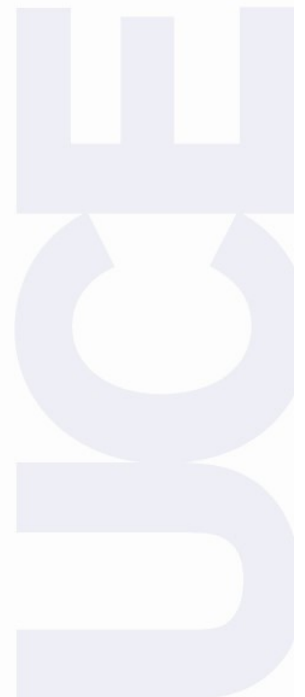
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## LINKS TO THIRD PARTY

The United Currency Exchange™ website may provide links to other websites for customer convenience and information. We do not endorse or make any representatives and do not control those other sites or their privacy practices. We are not responsible for the privacy practices or the content of such websites. It is your own responsibility as customer to review the other sites privacy policy before submitting your Personal Information.

United Currency Exchange™ shall not be responsible or liable to any dealings or transactions you may have with third parties (including advertisers). Any dealings with third parties included in the Site or participation in promotions, including the delivery of and the payment for goods and services, and any other terms, conditions, or warranties associated with such dealings or promotions are solely between you and the other third party agencies.

Products and services offered by the third parties on the Site may change at any time without notice. Accordingly, United Currency Exchange™, at its sole discretion, may also need to change, without limitation, the restrictions, terms, conditions, prices, details, applicable taxes, charges, and any other associated costs of relevant products and services from time to time without notice.

## DISCLAIMER & LIMITATION OF LIABILITY

The use of the Site is at your own risk. United Currency Exchange™, including its directors, officers, employees, shareholders and other representatives are not responsible or liable to any loss or damage (including financial and negligence) you may suffer directly or indirectly as a result of accessing or using the Site, purchasing products or services offered on the Site, or downloading any content thereon.

To the extent required by applicable law, United Currency Exchange™ do not represent and do not provide warranties of any kind regarding:

- Any information and materials provided by the third parties and accessible on or through the use of the Site;
- The results obtained by you from the use of the information, data, and materials from the Site;
- The accuracy, timeliness, the completeness or the up-to-dateness of any information contained within, or available through the access or the use of the Site, including but not limited to any travel related products, currency exchange rates and associated fees and charges;
- The security, errors, viruses or defects which may interrupt you to access or use the Site;
- The suitability of the products and services described, displayed, offered or provided in the Site for you.

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Regardless of any circumstances, this limitation of liability applies to all damages of any kind including but not limited to direct, indirect or consequential damages, compensatory, personal injury, loss of data, income or profit, loss of or damage to property and claims of third party.

By accessing, using or downloading any content on the Site indicates that you agree to indemnify and hold United Currency Exchange™, its subsidiaries, affiliates, officers, directors, employees, and other associated representatives, harmless from any claim, demand or damage including but not limited to attorneys' fees and charges, asserted by any third party or raising out of your use of, or conduct on the Site.

### **LINKS AND COOKIES**

The Site may contain links to other websites controlled or provided by other third party agencies, including non-affiliate of United Currency Exchange™. United Currency Exchange™ do not endorse, promote, or recommend any products or services offered, advertised, or provided by such linked site, nor is United Currency Exchange™ Pty Ltd liable for any failure or defect of any products or services offered or advertised at such linked site. You are responsible to read, review and understand the privacy statements and terms of use posted at such linked site.

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UCE do not use cookies to record any personal information. Your ability to access or use the Site may be limited or restricted if you disable the use of cookies on your web browser.

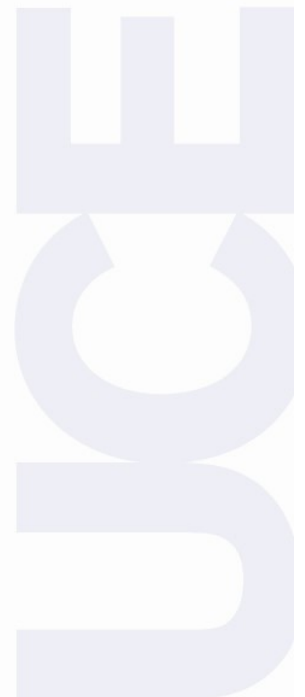
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## GOVERNING LAW

The access and use of the Site and its contents shall be subject to all applicable laws and regulations of Victoria, Australia. United Currency Exchange™ may enforce these terms and conditions in the jurisdiction of any United Currency Exchange™ affiliate. You agree that the access or use of this Site will not create any partnership, employment, agency relationship, franchise or joint venture relationship between you and United Currency Exchange™ Pty Ltd.

Regardless of any circumstances, you have unconditionally agreed to waive any right that you may have to object to an action being brought in any court. If any provision of these terms and conditions including the warranty disclaimers and liability limitations set above is found to be void, illegal or unenforceable for unfairness or any other reason, the remaining provisions of these terms and conditions shall continue in effect to the extent possible as if the invalid or unenforceable provision had never existed.

## CHANGES & TERMINATION

United Currency Exchange™, at its sole discretion, may alter, change, amend, or terminate these terms and conditions without notice. Any breach or violation of these terms and conditions by you may result immediate termination of your registration with the Site, your ability to access or use the Site, any agreement between you and United Currency Exchange™ Pty Ltd, and/or any other service provided by United Currency Exchange™ to you.

## LAWS AND REGULATIONS

By using the Site, you are bound to comply with all relevant Anti Money Laundering and Counter Terrorism Financing laws and regulations.

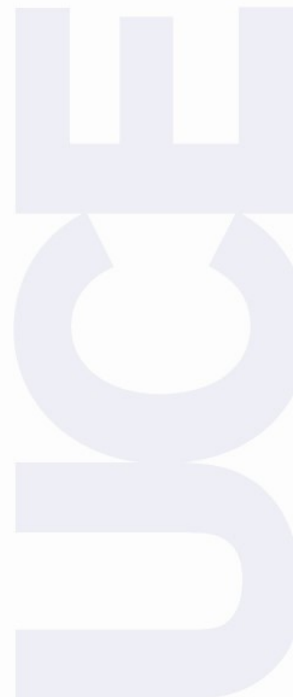
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## COMPLAINTS

Please do not hesitate to contact us when you have complaints and comments about our On-line Ordering Facility. United Currency Exchange™ takes this matter seriously. We will listen, acknowledge, understand, and do everything we reasonably can to solve the problem.

We will record your complaint, inform you the progress, and provide a final response to you within 30 business days. Following are our complaint procedures:

- **Stage 1:** Contact us immediately via email ([orders@unitedcurrencyexchange.com.au](mailto:orders@unitedcurrencyexchange.com.au)). You need to provide us your complaint or comment in writing to help us efficiently resolving your complaint.
- **Stage 2:** Our Compliance Officer will conduct an internal investigation, inform you with the progress, and contact you with the results within 30 business days.
- **Stage 3:** If you are still unsatisfied with our Compliance Officer solution to the matter, you can refer the matter to the Australian Financial Complaints Authority to solve the matter in accordance to their rules and policy.

*These On-line Ordering Facility Terms and Conditions are updated on 28<sup>th</sup> of Sep 2020*

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