

# Terms and Conditions

These terms and conditions apply from 24 July 2022.

These agreement terms and conditions (the “Agreement”) govern your use of physical currency exchange, offered by Argamon Markets Pty Ltd (ABN 60 143 911 040) (“Argamon”), AFSL no. 40430.

The website Argamon.com (“Website”) is operated and controlled by Argamon Pty Ltd (ABN 37 616 108 180).

Argamon provides the Services to customers (Customer, you or your), subject to these terms and conditions (“Terms”). Argamon provides a web based platform and online ordering facility (“Platform”) through which to transact in Physical Currency Exchange (“Order”).

This document contains legal obligations for you and for us so you should read them carefully to make sure you understand them. If you have any questions, please contact us on +61 2 8379 3622 or email [tradesupport@argamon.com](mailto:tradesupport@argamon.com).

By using the Website, Platform and Services, you enter into a binding legal agreement between you and Argamon, the terms of which are set out in the Financial Product Service Terms. If you disagree with these Terms, you must not use the Website, Platform or Services, or give any Order to Argamon to provide the Services.

## 1. Customer eligibility

1.1 To access the Services, you must be an individual over the age of 18, resident in and accessing the Services from Australia via the Platform, placing an Order either

on your own behalf or on behalf of a corporate entity, and have full capacity to enter into, agree to and comply with the Terms.

1.2 You agree to comply with all requests and provide Argamon with all information and other documents requested by Argamon in accordance with the KYC Procedures.

1.3 Argamon reserves the right in its absolute discretion to refuse to provide Services to a Customer at any time, and retains the right to ask for further information or to set further requirements that may be reasonably necessary to protect Argamon's interests.

1.4 You must not use the Service in a fraudulent manner.

## 2. Services

2.1 The Services provided by Argamon to Customers are as follows:

(a) access to an online ordering facility for the purchase of:

- (i) Physical Currency Exchange remitted to your designated bank account; or
- (ii) Physical Currency Exchange, remitted by us to a third party on your behalf.

2.2 You can place an Order through the Platform by completing an application form. Login credentials will be issued upon approval.

2.3 As part of the Order process, you must provide us with information, which includes Personal Information.

2.4 Argamon will only collect Personal Information which is necessary to enable Argamon to provide you with the Services.

2.5 Argamon will use reasonable precautions to maintain the security and confidentiality of your Personal Information. However, given such Personal

Information is provided and stored on the internet, you acknowledge and agree that Argamon cannot guarantee the security or confidentiality of your Personal Information.

2.6 You accept the risk of a third party receiving your Personal Information, and release and indemnify Argamon from any claim arising out of a third party intercepting, accessing, monitoring or receiving any communication between you and Argamon, or improperly accessing your Personal Information.

2.7 By placing an Order, you are consenting to us collecting your Personal Information and providing it to third party electronic verification service providers for the purpose of Verification.

2.8 We reserve the right to request further Information and/or Identification from you at any time to enable us to complete your Order and/or to comply with the KYC Procedures or with any other legal or regulatory requirements.

2.9 Argamon may suspend your access to Services at any time without notice if we believe, in our sole discretion, that you have breached these Terms or any other applicable laws.

2.10 You are to notify Argamon immediately, by emailing [tradesupport@argamon.com](mailto:tradesupport@argamon.com), of any suspected unauthorised use of your name or user credentials, or any other breach of security.

### **3. Orders**

3.1 You offer to transact in Physical Currency Exchange under these Terms at the time you place an Order.

3.2 After we receive your Order, a confirmation page setting out the details of your Order will be displayed.

3.3 Once we confirm the transaction, you cannot change or cancel any Order you place with us.

3.4 We may, at our sole discretion, accept or reject any Order we receive.

3.5 Acceptance of your Order is conditional on receipt of payment and completion of certain checks required by law.

## 4. Payment

4.1 Argamon may accept payment for Orders via an Accepted Deposit Method.

4.2 The Customer must be:

(a) the person placing the Order; and

(b) if payment is made via Card, the cardholder of the Card, or if payment is made by electronic funds transfer from the Customer's bank account, the account-holder of the Customer's bank account.

Electronic bank transfers:

4.3 Argamon reserves the right to require Customers to provide evidence of deposits made by electronic bank transfers made as an additional payment verification step.

4.4 Payments made by way of electronic funds transfer or other bank transfers are subject to the Customer's bank's transfer terms and conditions. You acknowledge that Argamon is also bound by the terms and conditions that apply to Argamon's bank account.

General payment terms:

4.5 By placing an Order, you confirm that the details contained in the Order are true and correct in all respects.

4.6 The risk and responsibility for placing your Order rests with you.

4.7 You can view your past Orders at any time via the Platform.

## Refunds

4.8 Argamon may, at its sole discretion, decide to cancel a Customer's Order. If this occurs, Argamon will refund the payment made by the Customer for the Order.

4.9 Card refunds can only be allocated to the Card from which the payment originated.

4.10 Electronic transfer refunds will only be allocated to the bank account from which the payment originated.

## 5. Fees

5.1 Argamon may charge Fees in respect of each Service. Any Fees payable by a Customer for a Service will be disclosed.

5.2 Negative account balances are not permitted. If for any reason your Argamon account reflects a negative balance, you must immediately send funds to restore a positive balance. A negative balance represents an amount you owe to us. If you fail to take steps to bring the negative balance to a positive balance, we may suspend your access to our Services and/or take legal action to recover the outstanding amount.

## 6. Currencies, denominations and exchange rates

7.1 The Service is only available for the currencies listed on the Platform. These currencies are subject to change from time to time at Argamon's sole discretion.

7.2 The exchange rates quoted on the Platform are subject to change. We will use the exchange rate which is listed on the Platform at the time we receive your Order.

## 8. Use of the Website and Platform generally

8.1 You will not, and you will not permit any other person to:

(a) use or access the Website or Platform in a way that infringes the intellectual property rights or other rights of any person;

(b) use any method or process to consolidate or combine the Website or Platform with any other content, data, information, images or material;

(c) decompile, reverse engineer, disassemble, rent, lease, loan, sell, sublicense or otherwise attempt to construct or identify the source code, formulas or processes used by the Website or Platform;

(d) do anything which will or may damage, disrupt access to or interfere for any period of time with the proper operation of the Website or Platform;

(e) knowingly introduce viruses, trojans, worms, bots, logic bombs or other malicious software;

(f) do anything which will or may place an unreasonable load on the infrastructure of the Website or Platform;

(g) post, distribute or send any 'spamming' material or any other form of bulk communication on or using the Website or Platform;

(h) use the Website or Platform to transmit any material which contains viruses or other computer codes designed to interrupt, limit or destroy the efficient operation of the Website or Platform;

(i) impersonate any person or entity;

(j) use the Website or Platform for any unlawful purpose, including (without limitation) any act or omission carried out for the purpose of money laundering or terrorism financing, or

(k) otherwise use the Website or Platform for any purpose that may harm the reputation of Argamon.

8.2 If you become aware, or should reasonably be aware, of any request or demand made of you to engage in any conduct by which you or a third party gains unfair financial or other advantage, including but not limited to dishonest or corrupt conduct, or any conduct in breach of any anti-corruption law applicable to the Website, Platform or Services, you must promptly report it to us via email.

8.3 You must not conduct any systematic or automated data collection activities (including without limitation scraping, data mining, data extraction or data harvesting) on, or in relation to, the Website or Platform.

8.4 You must not use any anonymous network or protocol to access the Website, Platform or Services. You will not access the Website or Platform by any means other than the interfaces we provide for doing so.

## **9. No financial, taxation or legal advice provided**

9.1 Nothing in the Website or Platform is intended to be, or should be taken as, financial, legal, taxation or accounting advice. Customers should seek their own financial, legal, taxation or accounting advice as needed, and before using the Website and Platform or receiving Services.

9.2 You are responsible for reporting and remitting to the appropriate government tax authorities any taxes or duties that may be assessed or apply to any payment received into your account or in relation to a Transaction or Transfer. In compliance with applicable law, we may be required to make certain reports to tax authorities regarding your Transactions, Transfers or payments received.

9.3 In addition, you may be subject to Goods and Services Tax (GST), Value Added Tax (VAT), sales tax, income tax, or other tax liabilities as a seller of goods or services. You must check with your local tax advisor to determine whether taxes apply to you, and it is your responsibility to pay such taxes to the appropriate tax authority.

## 10. Third party links and providers

10.1 Where the Website or Platform contains links to other websites and resources provided by third parties, these links are provided for your information only. We have no control over the contents of those sites or resources, and accept no responsibility for them or for any loss or damage that may arise from your use of them.

## 11. No Guarantee

11. Argamon is not required to notify you of any malfunction in the Website, Platform or Services, or if a Service is limited, restricted or ceases.

11.2 Argamon takes reasonable steps to ensure we can deliver the Services effectively, reliably and securely. However, we do not warrant, guarantee or represent that:

(a) the Website, Platform or Services, or any information or other material accessible through our Website, will be uninterrupted, timely, reliable, secure, error-free or is free of any virus, worm, trojan horse or other harmful component;

(b) there will be operational stability, availability or continuation of the Website and Platform or the Services;

(c) the Website and Platform or Argamon's computer systems are safe from hacking;  
or

(d) your use of the Website and Platform, and the provision of the Services will not infringe the rights of any third party.

11.3 In addition, the Services may be suspended or discontinued in Argamon's sole discretion, and the Website and Platform may be inaccessible at times due to:



- (a) down-time and/or maintenance of the Website or Platform and their functions;
- (b) outages to the internet, networks or servers;
- (c) equipment failure, including the failure of third-party systems; or
- (d) a Force Majeure Event.

## 12. Limitation of liability

12.1 Despite anything else in these Terms:

- (a) If an applicable law imposes a liability on Argamon which cannot be excluded, but permits Argamon to limit that liability, Argamon's liability is limited to the maximum extent permitted by law; and
- (b) Nothing in these terms excludes the liability of Argamon for its fraud or for any other liability which by law cannot be excluded.

12.2 Argamon is not liable for any damage, loss or cost suffered by a Customer (or any person) if:

- (a) we refuse to provide the Services to you;
- (b) the damage, loss or cost results from the Customer's unauthorised or wrongful use of the Website or Platform;
- (c) the Customer fails to make the appropriate payment for the Order;
- (d) there is a delay by a bank or other third-party provider, which results in a delay or non-performance by Argamon;
- (e) there is a malfunction, breakdown, interruption or other failure of the Website or Platform, including the Website or Platform being unavailable at any time;
- (f) there is an unauthorised Order;

(g) there is a failure or lack of security measures on the Website or Platform, which leads to fraudulent transactions; or

(h) Argamon is unable to perform its obligations under these Terms because of factors beyond its control, including as a result of a Force Majeure Event.

12.3 While Argamon takes appropriate measures to ensure the Website and Platform and all of Argamon's systems are properly secured and protected against attack, to the extent permitted by law, it gives no warranty that its security systems are impregnable and the Customer acknowledges that loss of any data referring to or belonging to the Customer may occur and that Argamon is not liable to compensate the Customer for that loss.

12.4 To the maximum extent permitted by applicable law, Argamon disclaims all warranties, either express or implied, including but not limited to:

(a) uninterrupted or continuous availability of the Services; and

(b) implied warranties of merchantability, fitness for a particular purpose with respect to the Platform and Services under these Terms.

12.5 Argamon will not be liable under any circumstances (including but not limited to any act or omission on its part) for damages arising out of an action under contract, negligence or for any loss or consequential loss including any profits, data, goodwill, reputation, opportunity, goodwill or any business interruption or other pecuniary loss or any incidental damages, punitive damages or exemplary damages whatsoever that result from your use of the Website or Platform, or our provision of the Services, or your inability to use or access the Website and Platform.

12.6 In the case of suspected fraud or other suspicious activities, Argamon will report all necessary information, including names, addresses and all other requested information, to the relevant authorities dealing with fraud and suspected breaches of the law. You agree that your Order may be suspended or frozen at any time by Argamon or at the request of any competent authority investigating a potential fraud or other suspicious activity.

12.7 In addition to the other limitations of liability in these Terms, Argamon's aggregate liability in respect of claims based on events arising out of or in connection with a Customer's use of the Website or Platform, whether in contract or tort (including negligence) or otherwise, shall in no circumstances exceed the value of the completed Orders that are the subject of the claim, less the amount of any Fees that may be payable to Argamon in respect of such completed Orders.

12.8 You acknowledge that the foreign exchange rates are not determined by Argamon, and Argamon is not liable for any loss or claim arising out of a change in a foreign exchange rate.

12.9 You are responsible for any tax liability arising from the Orders placed by you and will indemnify Argamon where Argamon is obliged to pay tax on your behalf in respect of any Order.

## 13. Indemnity

13.1 You indemnify Argamon and each of its directors, officers, shareholders, advisers, consultants, agents and contractors (each an Indemnitee) against all liabilities, claims, losses and expenses (Losses) which may be incurred or suffered by the Indemnitees directly or indirectly arising out of the Customer's failure to comply with these Terms. Losses may include consequential losses and any legal fees incurred in defending or responding to Losses. This indemnity will apply regardless of whether an instruction was provided in error, but will not apply to the extent that losses were incurred or suffered by an indemnitee due to the fraud or willful default of Argamon.

13.2 You agree to indemnify Argamon for any loss we incur due to person's unauthorised use of your Information .

## 14. Customer Representations

14.1 You represent and warrant that:

- (a) you will use the Website and Platform in accordance with these Terms;
- (b) if you are an individual, you are 18 years or older and capable of entering into a legally binding agreement;
- (c) if you are a corporation, you are duly constituted and registered and possess the requisite power to enter into these Terms, and any individual entering into these Terms on your behalf is authorised to do so;
- (d) you are not using an anonymous network to access the Platform;
- (e) all information you have provided to us is correct, current and complete at the date provided, and you will promptly notify Argamon of any changes to such information;
- (f) you will make ongoing disclosure to Argamon of any matters that may affect the operation of these Terms, or your ability to comply with them;
- (g) you have complied and will continue to comply with all applicable laws, statutes, ordinances, and regulations (including without limitation anti-money laundering and counter-terrorism financing laws and any relevant data protection or privacy laws);
- (h) your use of the Website and Platform or submission of Orders does not infringe the rights of any third party or breach any applicable law;
- (i) you will not use the Website or Platform for any illegal or improper purpose, including money laundering, tax evasion or the financing of terrorist activities; and
- (j) you have regular access to the internet and consent to Argamon providing you any information, including notice, via the Website and Platform. We may also contact you at the email address associated with your Orders. It is for you to ensure your contact details are current and up to date at all times, and to check for communications and information from us.

## 15. Governing Law

15.1 These Terms are governed by the law of NSW, Australia. You and we submit to the non-exclusive jurisdiction of the courts of NSW for resolution of disputes arising in relation to these Terms.

15.2 If any provision in these Terms is invalid under any law of a jurisdiction which applies to these Terms the provision will be limited, narrowed, construed or altered as necessary to render it valid but only to the extent necessary to achieve validity.

15.3 If any provision of these Terms is determined by a court of competent jurisdiction to be unlawful, void or unenforceable, then that provision shall be severed from the remaining provisions and shall not affect their validity and enforceability.

15.4 Nothing published or communicated by way of the Website or Platform should be considered an offer or solicitation to buy or sell any service or product to any person in any jurisdiction where such offer or solicitation would be unlawful.

## 16. Termination

16.1 These Terms are effective until terminated by either you or Argamon.

16.2 Argamon may terminate the Agreement at any time by providing you with written notice, sent to the email address associated with your Orders.

16.3 Argamon may suspend or terminate your access to the Website and Platform at any time where:

(a) Argamon identifies or reasonably suspects that you have breached any aspect of these Terms, including (without limitation) by failing to comply with applicable laws;

(b) Argamon encounters unexpected operational or other difficulties that mean, in Argamon's view, that it is no longer able to maintain the Website and Platform or provide the Services; or

(c) Argamon receives a request from a law enforcement or other government agency to do so.

16.4 Subject to complying with the law, Argamon will endeavour to notify you in advance of such suspension or termination or if that is not practical, as soon as possible after.

16.5 In the event of termination, you are no longer authorised to access or use the Website or Platform. However, all restrictions imposed on you and all Argamon disclaimers and limitations of liability set out in these Terms will survive.

16.6 Pending Orders submitted by you prior to the suspension or termination will be refused and not carried out. Any deposit received in respect of pending Orders may be refunded to you.

## **17. Variation**

17.1 Argamon may vary these Terms by providing notice at any time. Customers will be taken to have accepted any changes by continuing to use the Website, Platform and Services after notice is provided. You acknowledge this clause is reasonably necessary to protect Argamon's legitimate business interests.

## **18. General Terms**

18.1 Argamon may assign, novate, transfer, sub-contract or otherwise deal with its rights and/or obligations under these Terms without notice.

18.2 These Terms and the application form, comprise the entire agreement between you and Argamon in relation to your use of the Website, Platform and Services and supersede any prior agreements between the parties.