



# Terms & Conditions

March 2026

## 1. Definitions

For the purpose of these Terms & Conditions:

**"Account Owner"** means the individual, company, organisation or legal entity entitled to claim the unclaimed funds.

**"Account Owner's Agent"** means My Refund Finder, authorised by the Account Owner to act on their behalf for the purpose of locating, managing and recovering unclaimed funds.

**"Agreement"** means these Terms & Conditions together with the signed Letter of Authority.

**"Authority To Investigate, Act & Release"** means the written authorisation signed by the Account Owner permitting My Refund Finder to act on their behalf.

**"Unclaimed Funds / Unclaimed Money"** means monies or financial assets held by a government authority, financial institution or other entity that have not been returned to the rightful owner.

## 2. Roles & Responsibilities

Upon execution of the Authority To Investigate, Act & Release, the Account Owner appoints My Refund Finder as their authorised agent for the purpose of locating and managing the recovery of Unclaimed Funds.

My Refund Finder will:

- Conduct searches and assessments using legally accessible information sources
- Liaise with relevant holding authorities and institutions
- Prepare and submit documentation required to process claims
- Communicate updates to the Account Owner regarding the progress of the claim

The Account Owner agrees to:

- Provide accurate, complete and truthful information
- Supply requested documentation in a timely manner
- Notify My Refund Finder of any material changes that may affect the claim.



My Refund Finder does not guarantee the recovery of funds, as final decisions remain with the relevant holding authority.

### 3. Performance & Authority

My Refund Finder will exercise due care and diligence in performing services under this Agreement.

All claims are subject to verification and approval by the relevant holding authority. Processing times, information requests and final outcomes are determined by the authority holding the funds and are outside the control of My Refund Finder.

The Account Owner acknowledges that additional information or documentation may be requested by the holding authority during the claims process. Where such requests occur, timely cooperation is required to avoid delays.

By signing the Authority to Investigate, Act & Release, the Account Owner confirms that My Refund Finder is authorised to act on their behalf in relation to the recovery of Unclaimed Funds.

#### 3.1 Disclosure of Claim Details and Non-Circumvention

Where My Refund Finder identifies potential Unclaimed Funds, claim-specific details (including relevant holder information and available amounts) will only be disclosed once the Account Owner has signed the Authority to Investigate, Act & Release and this Agreement has been accepted.

Once the Agreement has been executed and My Refund Finder has commenced work in relation to a claim, the Account Owner agrees not to pursue the same claim independently or through another representative without first providing written notice to My Refund Finder.

If the Account Owner proceeds independently or appoints an alternative representative after work has commenced, and the Unclaimed Funds are ultimately recovered, My Refund Finder reserves the right to issue an invoice for services rendered at the standard fee rate of 20% of the recovered funds, payable within 14 days of invoice issue.

Nothing in this clause prevents the Account Owner from terminating the Agreement by providing written notice prior to further work being undertaken.

### 4. Account Owner Warranties

The Account Owner warrants that:

- All information and documentation provided to My Refund Finder is true, accurate and complete.
- They are legally entitled to claim the Unclaimed Funds or are properly authorised to act on behalf of the entitled party.



- Any documents supplied are authentic and not altered, falsified or misleading.
- They will promptly notify My Refund Finder if any information previously provided becomes inaccurate or incomplete.

The Account Owner acknowledges that providing false or misleading information may result in the rejection of the claim by the holding authority and may constitute an offence under applicable Australian laws, including the Anti-Money Laundering and Counter-Terrorism Financing Act 2006.

My Refund Finder reserves the right to suspend or terminate services where information provided is materially inaccurate, incomplete or misleading.

## 5. Authority to Act

By signing the Authority to Investigate, Act & Release, the Account Owner formally appoints My Refund Finder as their authorised representative for the purpose of investigating, managing and facilitating the recovery of Unclaimed Funds.

This authority permits My Refund Finder to:

- Communicate with holding authorities and relevant institutions
- Submit documentation and supporting materials required to process the claim
- Receive correspondence relating to the claim
- Take reasonable administrative steps necessary to progress the recovery process

The Authority to Investigate, Act & Release remains valid until:

- (a) The claim has been finalised; or
- (b) The Agreement is terminated in writing by either party.

Termination does not affect any fees that may be payable for work already performed in accordance with this Agreement.

## 6. Information, Provision & Privacy

My Refund Finder collects, uses and stores personal information solely for the purpose of providing recovery services and complying with legal and regulatory obligations.

The Account Owner acknowledges that personal information and identification documents may be required to verify identity, confirm entitlement to Unclaimed Funds and satisfy the requirements of holding authorities.

Where applicable, documents and communications may be exchanged through a secure, encrypted customer portal or other secure methods used by My Refund Finder to protect personal information.



All personal information is handled in accordance with My Refund Finder's Privacy Policy and applicable Australian privacy laws.

The Account Owner consents to My Refund Finder collecting, using and disclosing personal information to relevant holding authorities and institutions as reasonably required to progress a claim.

## 7. Fees

My Refund Finder operates on a no win – no fee basis.

If Unclaimed Funds are successfully recovered as a result of services provided under this Agreement, a fee of 20% (including GST where applicable) of the total recovered amount is payable to My Refund Finder.

For registered charities, a reduced fee of 10% (including GST where applicable) applies.

Fees become payable once Unclaimed Funds are recovered, regardless of whether funds are received:

- (a) Directly by My Refund Finder; or
- (b) Directly by the Account Owner; or
- (c) By any other method arising from a claim commenced under this Agreement.

Where funds are paid directly to the Account Owner, My Refund Finder will issue an invoice for the applicable fee. Payment is due within 14 days of the invoice date.

If payment is not received within this period, My Refund Finder reserves the right to pursue recovery of outstanding fees in accordance with applicable Australian law.

No fees are payable if funds are not recovered.

## 8. Limitation of Liabilities

My Refund Finder provides services with due care and diligence. However, the recovery of Unclaimed Funds is subject to the decisions, processes and timeframes of relevant holding authorities and institutions, which are outside the control of My Refund Finder.

To the maximum extent permitted by Australian law, My Refund Finder is not liable for:

- Delays caused by holding authorities or third parties
- Rejection of claims by holding authorities
- Inaccuracies arising from information provided by the Account Owner
- Loss or damage resulting from circumstances beyond its reasonable control



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Nothing in this Agreement excludes, restricts or modifies any rights or remedies that cannot be excluded under the Australian Consumer Law.

## 9. Dispute Resolution

If a dispute arises in connection with this Agreement, the parties agree to first attempt to resolve the matter through good faith discussions.

If the dispute cannot be resolved informally, either party may pursue resolution through the appropriate courts of the relevant Australian jurisdiction.

This Agreement is governed by the laws of Australia.

## 10. Privacy Policy

My Refund Finder's Privacy Policy forms part of this Agreement and explains how personal information is collected, used and stored.

By engaging our services, the Account Owner acknowledges that they have read and understood the Privacy Policy.

## 11. Amendments

My Refund Finder reserves the right to update or amend these Terms & Conditions from time to time.

The version published on our website at the time of signing the Authority to Investigate, Act & Release will apply to that Agreement.