



ASIC

Australian Securities & Investments Commission

Terms and Conditions for Email Lodgement

1. Introduction

- 1.1. The Australian Securities and Investments Commission provides Lodgement Services to enable documents to be submitted for lodgement to the registers administered by ASIC.
- 1.2. ASIC will permit an Approved Form to be submitted for lodgement by email communication in accordance with these terms and conditions for Email Lodgement.
- 1.3. ASIC may amend these terms and conditions at any time and will publish an up to date version of these terms and conditions on the ASIC website.

2. Submission by email communication

- 2.1. You may submit a document in an Approved Form for lodgement with ASIC by email communication to the direct email address detailed in the Approved Form.
- 2.2. A document submitted for lodgement to ASIC by email communication must be in Portable Document Format (PDF).
- 2.3. You must provide a valid email address to ASIC when submitting a document for lodgement by email, and you must be able to be contacted by ASIC at that email address until such time as the document is accepted for lodgement by ASIC.
- 2.4. ASIC may refuse to register or receive a document submitted for lodgement in accordance with section 1274(8) of the Corporations Act. A document is not taken to be lodged until ASIC registers a document.

3. Authorisation to submit documents

- 3.1. If you are submitting a document for lodgement on behalf of another person or entity you must be duly authorised to submit the document for that person or entity.

4. Receipt of documents

- 4.1. A document submitted for lodgement by email communication will not be considered as received by ASIC until ASIC has issued an email receipt confirming the date and time of receipt of the email communication.
- 4.2. Submitted documents will not be taken to be received by ASIC until the email mentioned in paragraph 4.1 is issued by ASIC.

- 4.3. You are not entitled to require the reproduction of an email receipt issued by ASIC confirming the date and time of receipt of an email communication.
- 4.4. The issuing of a receipt email does not mean that a document has been or will be considered lodged for the purposes of the Corporations Act.

5. *Copy of document*

- 5.1. You must keep a copy of your email communication and the document submitted to ASIC for lodgement for a period of not less than 7 years from the date of submission and you must make it available to ASIC if requested by ASIC.

6. *Reliance on submitted documents*

- 6.1. ASIC will rely on your email communication for submission of a document for lodgement unless you notify ASIC that the email communication is not authorised.

7. *Fees*

- 7.1 A document submitted for lodgement by email communication must comply with all the requirements of the Corporations Legislation, including the payment of any fees associated with lodgement of documents.
- 7.2 Where a fee is payable under section 1351 of the Corporations Act for a matter involving the doing of an act by ASIC, ASIC may not do that act until the fee is paid.

8. *Use of ASIC's direct email lodgement addresses*

- 8.1. You agree that you will only use the direct email lodgement address detailed in an Approved Form for the purpose of submitting a document for lodgement or communicating with ASIC in relation to a document you have submitted to ASIC for lodgement.
- 8.2. You must not publish, distribute, reproduce, copy or otherwise use an ASIC direct email lodgement address in any manner not authorised by these terms and conditions or in any manner that would violate any law or infringe upon any intellectual property rights.

9. *Security*

- 9.1. You understand and agree that email is not a secure form of communication and ASIC will not be liable to you or any other person in respect of any loss or damage that might be suffered that is directly or indirectly related to lodging a document with ASIC by email communication.
- 9.2. You must take all reasonable steps to protect and maintain the security of your access to our lodgement services, including maintaining the security of all usernames, passwords, AUSkeys, ASIC Keys and any other information relating to access, authentication and security relating to your access to our lodgement services.
- 9.3. You must take all reasonable steps to prevent and detect both unlawful and unauthorised use of your access to our lodgement services.
- 9.4. You must take all reasonable steps to ensure that your access to and use of our lodgement services, without limitation, including any communications submitted to us, will not disrupt or adversely affect our lodgement services, ASIC registers, or any of ASIC's other online services.
- 9.5. You must immediately notify us if you believe or suspect that access or authentication security information has been compromised or any other kind of

unlawful or unauthorised use or security breach has occurred, or if you detect a fault, error or problem in your access to our lodgement services.

10. Privacy

- 10.1. Information provided to ASIC under these terms and conditions may include personal information. Please refer to our Privacy Policy (www.asic.gov.au/privacy) for information about how we handle your personal information, your rights to seek access to and correct personal information, and to complain about breaches of your privacy by ASIC.

11. Disclaimer and Liability

- 11.1. ASIC's lodgement services including email lodgement, may not be accessible from time to time. ASIC will endeavour to, but may not in every instance, provide notice on its website, of the availability of, or interruptions to, our lodgement services.
- 11.2. ASIC will not be liable to you or any other person for any loss, damage, costs or expenses of any kind arising out of or in connection with any delay, omission, default, negligence or error by us in relation to the availability, functionality or performance of the transmission, receipt, authentication or lodgement or any other dealing with our lodgement services including any software developed by third parties for that purpose.

Definitions

| Term | Meaning |
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| Approved Form | A form approved by ASIC for electronic lodgement by email communication under section 352(1)(b) of the Corporations Act |
| ASIC | Australian Securities and Investments Commission |
| ASIC Key | A unique key issued by ASIC to an AFS Licensee or Authorised Representative. See www.asic.gov.au for further information about ASIC Keys |
| ASIC Connect | An online service available at www.asic.gov.au that members of the public may use to search ASIC registers and make lodgements required under the legislation administered by ASIC |
| AUSkey | A key issued by the Registrar of the Australian Business Register that a business may use to access participating government online services |
| Corporations Act | Corporations Act 2001 |
| Corporations Legislation | Corporations Act 2001, Corporations Regulations 2001, Corporations (Fees) Act 2001, Corporations (Fees) Regulations 2001 |
| Lodgement Services | Services available to enable users to make lodgements under legislation administered by ASIC through the following channels: Machine to Machine, Applications, Portals, direct email lodgement and paper |
| Portable Document Format or PDF | A file format used to present and share documents electronically |
| you or your | An individual using the Lodgement Services to submit a document for lodgement with ASIC |