CONSUMER CREDIT CONTRACT TERMS

1. The Contract Documents

1.1 This Document contains the Credit Contract Terms and together with the Schedule forms your Consumer Credit Contract with us.

1.2 The Information Statement is not part of your Consumer Credit Contract with us but we are required by the *National Credit Code* to provide it to you.

1.3 You should read the Information Statement, the Schedule and these Consumer Credit Contract Terms before:

- signing the Consumer Credit Contract Schedule; and
- obtaining any credit from us.

2. The Loan

2.1 Subject to the conditions in this Consumer Credit Contract, we will lend you the Amount of Credit shown in the Financial Table.

2.2 We do not have to lend you the Amount of Credit shown in the Schedule or any other amount if:

(a) you do not provide us with any documents or information required by us; or

(b) any such documents are false or such information is not accurate; or

(c) we cannot verify the accuracy of any such information.

2.3 We may terminate this Consumer Credit Contract if:

(a) we find out that any document or information provided by you to us is false or inaccurate;

(b) you are in default under this Consumer Credit Contract;

(c) any information provided by you changes since we obtained it and you fail to give us notice of such change;

(d) you have not obtained any of the Amount of Credit shown in the Schedule within 7 days of the Disclosure Date shown in the Financial Table.

2.4 You may terminate this Consumer Credit Contract at any time before you have obtained any of the Amount of Credit.

2.5 Subject to any cooling off period, either required by law or provided elsewhere in this contract, if this contract is terminated by you or by us, you must pay all the amounts shown in the Schedule as being payable under this Consumer Credit Contract to us including any fees and charges reasonably incurred before such termination whether you have obtained any of the Amount of Credit or not.

3. Repayments

3.1 You must make the repayments shown in the Schedule subject to any other repayment arrangements or variations agreed between us from time to time.

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3.2 If this contract is terminated or reaches its term, you will pay us:

(a) the unpaid balance of the Amount of Credit; and

(b) any fees or other charges or other amounts payable under this Consumer Credit Contract whether debited to your account at that time or not.

3.3 You can make repayments by cash, cheque or other form of cleared funds by:

(a) paying us at the Lender's Address described in the Financial Table of the Schedule;

(b) direct debit from your bank account if you have authorised us to do so in your Application Form;

(c) post addressed to the Lender's Address shown in the Financial Table of the Schedule. However, you must not send cash through the post; or

(d) in such other manner as we advise you.

3.4 When you make repayments, please provide either, orally or in writing, in the case of a posted payment, your name and the Loan Number as shown in the Financial Table of the Schedule.

3.5 If you do not provide the Loan Number as shown in the Financial Table of the Schedule and you have more than one Consumer Credit Contract with us, we will and you consent to us applying the repayment to any Consumer Credit Contract at our discretion.

3.6 If your cheque or direct debit is dishonoured, then:

(a) that repayment will not be considered as made; and

(b) the Dishonour Payment Fee shown in the Schedule will become due and owing, and can be debited to your account from the date that the cheque was received or the direct debit was attempted.

3.7 All repayments received by us after close of business will be credited to your account the next business day.

4. Credit Fees and Charges

4.1 You must pay us all the Fees and Charges shown in the Schedule, including any government charges.

4.2 We will debit these Fees and Charges, including any government charges, from your nominated account.

5. You must tell us if anything changes

You must notify us as soon as possible if any of the information provided by you to us in the application form or at any other time changes. Failure to notify us of a material change in information, such as your address, within a reasonable time period may cause you to be in default under clause 6.1.

6. Default

6.1 You will be in default under this Consumer Credit Contract if:

(a) you do not make the repayments shown in the Schedule, or such other repayments as agreed between us from time to time, on or before the days on which they are due;

(b) you do not make any other payment required by this Consumer Credit Contract;

(c) any document or information provided by you in your application form or otherwise is found to be false or inaccurate, or it materially changes at any point and you do not provide us with updated information within a reasonable period; or

(d) you breach any variation of this Consumer Credit Contract as agreed between us or as imposed by a court, tribunal or Dispute Resolution agency.

6.2 If you are in default under this Consumer Credit Contract and we provide you with a Notice of Default as required by the *National Credit Code*, that notice will include:

(a) the unpaid balance of the Amount of Credit;

(b) any fees or other charges or other amounts payable under this Consumer Credit Contract, whether debited to your account at that time or not, all become due and payable; and

(c) if a remedy period applies, what that period of time is and its date of expiry.

6.3 Any cost, expense or outlay incurred by us in order to enforce our rights under this Consumer Credit Contract, including but not limited to those shown in the Schedule, become amounts owed by you under this Consumer Credit Contract and may be debited to your account.

7. General Provisions

7.1 Any provisions of this Consumer Credit Contract which are rendered void or illegal or otherwise unenforceable or which give rise to a penalty, whether civil or otherwise, by law will only be ineffective to the extent required by law and are otherwise effective and all other clauses not effected by such law shall remain as fully effective.

7.2 You acknowledge and agree that:

(a) from the Contract date and while any amount remains owing under this Contract, you will take reasonable steps to reduce discretionary spending so that you can meet your repayment obligations. Including any non-essential payments and services such as "buy now pay later" services (including AfterPay and similar), gym memberships, streaming and other subscriptions, discretionary online purchases, and other non-essential personal expenditure;

(b) a failure to reduce discretionary spending is not, of itself, an event of default. However, if you experience difficulty meeting repayments, you agree to promptly notify us so the parties can discuss available options (including varying payment arrangements or hardship assistance, where applicable); and

(c) nothing in this clause limits your responsibility to make payments when due under this Contract; and

(d) the SACC is suitable for your purposes and objectives disclosed to us, and that you have decided to enter into this Contract having regard to your own circumstances;

(e) before signing this Contract, you have had the opportunity to make (and have made or chosen not to make) your own enquiries and obtained any independent advice you consider necessary (including legal, financial or accounting advice) about the SACC, its terms, and your obligations;

(f) to the extent permitted by law, other than as expressly set out in this Contract or in any written representations provided by us, you have not relied on any statement or representation by us about the suitability of the SACC for the Consumer; and

(g) nothing in this clause limits any rights or remedies you may have under the National Credit Code or the Australian Consumer Law.

7.3 All notices under this Consumer Credit Contract, whether required by law or otherwise, may be served or given to you, by:

(a) pre-paid post to your Address provided in the Schedule and/or amended from time-to-time;

(b) email to your Email Address provided in the Schedule and/or amended from time-to-time;

(c) facsimile to any fax number provided in your Application Form and/or amended from time-to-time;

(d) in person;

(e) by SMS to your nominated Mobile Number; and/or

(f) any other electronic means that may reasonably come to your attention,

and will be considered delivered on the date sent, excluding pre-paid post which is delivered 5 days after the date posted, in the absence of a notice of non-delivery or return.

7.4 If we waive our rights under this Consumer Credit Contract from time-to-time, such waiver will only be for the time specified and on those terms only, unless we agree to vary this Consumer Credit Contract and provide notice of such variation in writing.

7.5 You authorise us to rectify any error or mistake in processing your Application Form and/or Loan, or calculating any amount under this Consumer Credit Contract, and to adjust your account accordingly.

7.6 Except to the extent provided by law, either under the *National Credit Code* or otherwise, you cannot set-off any amount payable by you to us, against any amount payable or claimed as being payable by us to you until such time as the Loan owed to us under the Schedule is repaid in full.

7.7 Subject to the provisions of the *National Credit Code,* and there being no obvious detriment to you, we may assign our rights under this Consumer Credit Contract to others, and you agree that we may disclose documents or information at any time to another person for the purposes of such assignments.

7.8 If any part of this agreement is deemed unenforceable, it is severed and the balance of the contract remains in force.