

TERMS AND CONDITIONS OF CREDIT CONTRACT

THIS LOAN IS GOVERNED BY THE NATIONAL CONSUMER CREDIT PROTECTION ACT (NCCPA)

1. Making the loan

- 1.1 By signing this Loan Agreement, you agree to borrow the amount of credit on the terms specified in this document. This Loan Agreement becomes binding on you when you sign, irrespective of any payment of money or delivery of goods.
- 1.2 We reserve the right to withdraw from this transaction if you do not comply with any of the conditions of our offer. We also reserve the right to withdraw if this offer is not accepted within 14 days from the Disclosure Date or if the initial drawdown does not occur within 20 days of the Disclosure Date, or if anything occurs which in our opinion makes settlement undesirable.

2. Repayments

- 2.1 You must make all payments on the due date. In addition to making any repayments specified in the Schedule, on the Final Repayment Date you must pay to us the total amount you owe us. The Final Repayment Date is the date set out in the Schedule, or such other date which we agree with you. The 'total amount you owe us' means, in respect of each account, the total amount outstanding from time to time and includes all interest, fees and charges including any fees or other amounts which become due on final repayment.
- 2.2 Repayments are to be made as directed by us. You must sign any forms reasonably required by us to effect repayments. Repayments must be made in full, without any deduction or set-off for any amount we owe you.
- 2.3 If any repayment is due to be made on a day which is not a business day, the repayment must be made on the next business day. If any repayment is due on a date which does not exist (for example 31 June) the repayment is due on the last business day of the month in which that repayment is due.
- 2.4 If you use direct debit to make payments under your Loan Agreement, you must not cancel the direct debit authorisation or close the account without making alternate arrangements.
- If any direct debit or cheque used for repayment is dishonoured, the repayment will be treated as not having been made.
- 2.5 We can apply any payment to any amount you owe us in any order we determine.
- 2.6 If you have more than one account with us and you make a payment without telling us in writing how the payment is to be applied, we can apply it to any one or more of the accounts as we decide.
- 2.7 We will not pay interest on any credit balance in your account.

- 2.8 You may repay early the whole or any part of the amount owing at any time before the Final Repayment Date Please note that there is no reimbursement on the credit fees that have become payable before the Loan Agreement is paid out.

3. Monthly credit fee

- 3.1 The first Monthly Credit fee is debited to your account on the Loan date. Further Monthly Credit Fees accrue to your account on the monthly anniversary of your Loan Date. If you do not repay the loan by the Final Repayment Date, the Monthly Credit fee continues to be payable on the monthly anniversary of the Loan Date until your loan is repaid in full All fees are not refundable.

4. When there is default

If any one or more of the following occur, we may (subject to the NCCPA) decide default has occurred. You must ensure default does not occur.

- There is default of any term or condition of this Loan Agreement.
- Any representation made by you to our agents or us proves to be untrue or misleading.
- You become bankrupt.
- You breach any material undertaking given at any time to us.

5. Our rights on default

At any time after default occurs, (subject to the NCCPA) we may take any of the following actions after giving any notice required by law and, if required by law, the period specified in the notice has passed and the default has not been rectified.

- Demand and require immediate payment of any money due under this Loan Agreement.
- Call up the loan and require payment of the entire balance owing under this Loan Agreement.
- Terminate this Loan Agreement.
- record **the default with a credit reporting agency**

We may take action even if we do not do so promptly after the default occurs; so long as the default remains and notice as required by law is given.

If you default under this Loan Agreement, the maximum amount we can recover from you including fees and charges is twice the adjusted credit amount. In addition, we are still entitled to recover reasonable enforcement expenses.

6. Enforcement expenses

Enforcement expenses may become payable under the Loan Agreement if you default. You must pay on demand and we may debit your account with our costs in connection with any exercise or non-exercise of rights arising from any default, including:

- (a) legal costs and expenses on a full indemnity basis, or solicitor and own client basis, whichever is higher;
- (b) our reasonable internal costs.

These costs will not exceed our reasonable enforcement costs including internal costs.

If you default at any time, we may elect not to charge default fees at that time. However, in these cases we reserve the right to charge a default fee at a later time, including after the loan is repaid in full.

7. General matters

7.1 Our certificate

A certificate signed by us or on our behalf as to an amount payable by you is conclusive and binding on you. In providing any certificate, we must act reasonably.

7.2 How we can deal with this Loan Agreement

We may assign, novate, or otherwise deal with our rights and obligations under this Loan Agreement in any way we wish. We may disclose personal and credit information about you in connection with any such dealing. You must sign anything and do anything we reasonably require to enable any dealing with this Loan Agreement. Of course, any dealing with our rights does not change your obligations under this Loan Agreement in any way.

7.3 Blanks

You agree that we may fill in any blanks in any document related to the Loan Agreement (such as an acknowledgment or date).

7.4 Consumer legislation

To the extent that this Loan Agreement is regulated under consumer legislation (e.g. the National Credit Code), any provisions which do not comply with that legislation have no effect, and to the extent necessary, this Loan Agreement is to be read so it does not impose obligations prohibited by that legislation.

We encourage you to obtain independent legal advice and independent financial advice.

7.5 Hardship

You should be aware that where your financial circumstances change due to illness, unemployment, domestic violence or other reasonable circumstances, you may be able to apply for hardship.

7.6 Notices

We may give you a notice by personal delivery, prepaid ordinary post, facsimile or email sent to your address shown on your Loan Agreement, or sent to your last address known to us. We may also give a notice in any other way authorised by law.

The notice may be signed by any employee, solicitor, or agent on our behalf.

7.7 Updated details

You must tell us if you change your residential, postal or email address, or if you think there is any information that we should be aware of about your ability to comply with your Loan Agreement.

7.8 Joint borrowers

If there are two or more of you, each of you is individually liable, and all of you are jointly liable. This means we may sue any one of you for the total amount you owe us.

References to a person includes companies and trusts and any other kind of body.

You agree that each borrower can bind each other borrower. Each other borrower and any guarantor will be liable even though they did not know about or did not agree to the transaction.

WARNING. This means that each one of you can be required to pay the whole amount even though you may have some other arrangement among yourselves or not all of you benefit equally.

7.9 Jurisdiction

This Loan Agreement is governed by the laws in the Australian state in which the borrower resides unless agreed by us, or not appropriate.

7.10 Internal dispute resolution

We hope you are delighted with our services, but if you have any complaints, you should notify us by contacting our Complaints Officer by:

- Telephone: 08 9420 1401
- Website:
www.cashtrain.com.au
- E-mailing:
complaints@commitco.com.au
- Writing to:
c/o Complaints Officer,
4/25 Prowse Street, West Perth, WA, 6005,

or by speaking to any representative of our business who will do everything they can to rectify your problem immediately. You should explain the details of your complaint as clearly as you can. You may do this verbally or in writing. When we receive a complaint, we will attempt to resolve it promptly. We hope that in this way we will stop

any unnecessary and inappropriate escalation of minor complaints.

7.11 Interpretation

In this Loan Agreement:

- (a) a reference to the singular includes the plural;
- (b) reference to a document includes any variation or replacement of it; and
- (c) headings in this agreement are for ease of reference only and not to assist interpretation.

8. Third Party Clause

Where the payee field is completed, you authorise and direct us to pay the loan proceeds in full to the supplier for the purchase of goods.

You acknowledge we do not supply the Product described in the schedule. The purpose of identifying the Product is to confirm the purpose for which the loan is taken. You acknowledge that we have no liability to you and you release us from, any claims relating to the Product described in the schedule.

9. Variations

- 9.1. Acting reasonably, we can change any terms of this Loan Agreement including the interest rate (except during a fixed rate term), the credit fees or charges, and the repayments. We can introduce new credit fees or charges. You will be notified in writing of any change in accordance with applicable laws on or before the day the change takes effect. You may not be notified of changes which reduce your obligations.
- 9.2. The repayments shown in the financial information section in the Loan Agreement are correct at the Disclosure Date but may change prior to the Loan Date if the repayments change.
- 9.3. We will give you notice of any change in accordance with any requirement of the National Credit Code or any other code or law which may apply. For example, we will give:
 - (a) at least 20 days written notice if we increase charges, change your liability for losses for transactions, or make any other change to this contract which increases your obligations or reduces the time for any payment; or
 - (b) at least 30 days written notice of any change in the manner in which interest is calculated or the frequency with which it is debited; or the imposition of a new fee or charge.

ACKNOWLEDGMENT

You acknowledge the terms and conditions of this contract including the Schedule, and agree to be bound by the terms and conditions of this contract by clicking 'I accept this offer of a loan' on the relevant link.

IMPORTANT

BEFORE YOU SIGN

- READ THIS CONTRACT DOCUMENT so that you know exactly what contract you are entering into and what you will have to do under the contract.
- You should also read the information statement: **"THINGS YOU SHOULD KNOW ABOUT YOUR PROPOSED CREDIT CONTRACT"**.
- Fill in or cross out any blank spaces.
- Get a copy of this contract document.
- **Do not** sign this contract document if there is anything you do not understand.

THINGS YOU MUST KNOW

- Once you sign this contract document, you will be bound by it. However, you may end the contract before you obtain credit, or a card or other means is used to obtain goods or services for which credit is to be provided under the contract, by telling the credit provider in writing, but you will still be liable for any fees or charges already incurred.
- You **do not** have to take out consumer credit insurance unless you want to. However, if this contract says so, you must take out insurance over any mortgaged property that is used as security, such as a house or car.
- If you take out insurance, the credit provider cannot insist on any particular insurance company.
- If this contract document says so, the credit provider can vary the annual percentage rate (the interest rate), the repayments and the fees and charges and can add new fees and charges without your consent.
- If this contract document says so, the credit provider can charge a fee if you pay out your contract early

This notice is prescribed by law. Not all of the information may be relevant to you.

INFORMATION STATEMENT

THINGS YOU SHOULD KNOW ABOUT YOUR PROPOSED CREDIT CONTRACT

This statement tells you about some of the rights and obligations of yourself and your credit provider. It does not state the terms and conditions of your contract.

If you have any concerns about your contract, contact the credit provider and, if you still have concerns, your credit provider's external dispute resolution scheme, or get legal advice.

The contract

1. How can I get details of my proposed credit contract?

Your credit provider must give you a precontractual statement containing certain information about your contract. The precontractual statement, and this document, must be given to you before:

- your contract is entered into; or
 - you make an offer to enter into the contract;
- whichever happens first.

2. How can I get a copy of the final contract?

If the contract document is to be signed by you and returned to your credit provider, you must be given a copy to keep. Also, the credit provider must give you a copy of the final contract within 14 days after it is made. This rule does not, however, apply if the credit provider has previously given you a copy of the contract document to keep.

If you want another copy of your contract, write to your credit provider and ask for one. Your credit provider may charge you a fee. Your credit provider has to give you a copy:

- within 14 days of your written request if the original contract came into existence 1 year or less before your request; or
- otherwise within 30 days of your written request.

3. Can I terminate the contract?

Yes. You can terminate the contract by writing to the credit provider so long as:

- you have not obtained any credit under the contract; or
- a card or other means of obtaining credit given to you by your credit provider has not been used to acquire goods or services for which credit is to be provided under the contract.

However, you will still have to pay any fees or charges incurred before you terminated the contract.

4. Can I pay my credit contract out early?

Yes. Pay your credit provider the amount required to pay out your credit contract on the day you wish to end your contract.

5. How can I find out the pay out figure?

You can write to your credit provider at any time and ask for a statement of the pay out figure as at any date you specify. You can also ask for details of how the amount is made up.

Your credit provider must give you the statement within 7 days after you give your request to the credit provider. You may be charged a fee for the statement.

6. Will I pay less interest if I pay out my contract early?

Yes. The interest you can be charged depends on the actual time money is owing. However, you may have to pay an early termination charge (if your contract permits your credit provider to charge one) and other fees.

7. Can my contract be changed by my credit provider?

Yes, but only if your contract says so.

8. Will I be told in advance if my credit provider is going to make a change in the contract?

That depends on the type of change. For example:

- you get at least same day notice for a change to an annual percentage rate. That notice may be a written notice to you or a notice published in a newspaper.
- you get 20 days advance written notice for:
 - a change in the way in which interest is calculated; or
 - a change in credit fees and charges; or
 - any other changes by your credit provider;

except where the change reduces what you have to pay or the change happens automatically under the contract.

9. Is there anything I can do if I think that my contract is unjust?

Yes. You should first talk to your credit provider. Discuss the matter and see if you can come to some arrangement.

If that is not successful, you may contact your credit provider's external dispute resolution scheme. External dispute resolution is a free service established to provide you with an independent mechanism to resolve specific complaints. Your credit provider's external dispute resolution provider is the AFCA (Australian Financial Complaints Authority) by telephone 1800 931 678, by email info@afca.org.au or in writing GPO box 3, Melbourne Vic 3001.

Alternatively, you can go to court. You may wish to get legal advice, for example from your community legal centre or Legal Aid.

You can also contact ASIC, the regulator, for information on 1300 300 630 or through ASIC's website at <http://www.asic.gov.au>.

General

10. What do I do if I can not make a repayment?

Get in touch with your credit provider immediately. Discuss the matter and see if you can come to some arrangement. You can ask your credit provider to change your contract in a number of ways:

- to extend the term of your contract and reduce payments; or
- to extend the term of your contract and delay payments for a set time; or
- to delay payments for a set time.

11. What if my credit provider and I can not agree on a suitable arrangement?

If the credit provider refuses your request to change the repayments, you can ask the credit provider to review this decision if you think it is wrong.

If the credit provider still refuses your request you can complain to the external dispute resolution scheme that your credit provider belongs to. Further details about this scheme are set out below in question 25.

12. Can my credit provider take action against me?

Yes, if you are in default under your contract. But the law says that you can not be unduly harassed or threatened for repayments. If you think you are being unduly harassed or threatened, contact the credit provider's external dispute resolution scheme or ASIC, or get legal advice.

13. Do I have any other rights and obligations?

Yes. The law will give you other rights and obligations. You should also READ YOUR CONTRACT carefully.

IF YOU HAVE ANY COMPLAINTS ABOUT YOUR CREDIT CONTRACT, OR WANT MORE INFORMATION, CONTACT YOUR CREDIT PROVIDER. YOU MUST ATTEMPT TO RESOLVE YOUR COMPLAINT WITH YOUR CREDIT PROVIDER BEFORE CONTACTING YOUR CREDIT PROVIDER'S EXTERNAL DISPUTE RESOLUTION SCHEME. IF YOU HAVE A COMPLAINT WHICH REMAINS UNRESOLVED AFTER SPEAKING TO YOUR CREDIT PROVIDER YOU CAN CONTACT YOUR CREDIT PROVIDER'S EXTERNAL DISPUTE RESOLUTION SCHEME OR GET LEGAL ADVICE. EXTERNAL DISPUTE RESOLUTION IS A FREE SERVICE ESTABLISHED TO PROVIDE YOU WITH AN INDEPENDENT MECHANISM TO RESOLVE SPECIFIC COMPLAINTS. YOUR CREDIT PROVIDER'S EXTERNAL DISPUTE RESOLUTION PROVIDER IS AFCA (AUSTRALIAN FINANCIAL COMPLAINTS AUTHORITY) 1800 931 678, BY EMAIL INFO@AFCA.ORG.AU OR IN WRITING TO GPO BOX 3, MELBOURNE VIC 3001.

PLEASE KEEP THIS INFORMATION STATEMENT. YOU MAY WANT SOME INFORMATION FROM IT AT A LATER DATE.