

**TERMS AND CONDITIONS
MONTHLY LOAN CONTRACT****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 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 day of the month.
- 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.

3. Monthly credit fee

- 3.1 If you do not repay by the Final Repayment Date, the monthly credit fee is debited to your account at the commencement of each monthly anniversary of your Loan Date. This does not affect your obligation to repay the loan in full on the Final Repayment Date. You will be in default of your repayment obligations after the Final Repayment Date. All fees are not refundable.

4. When there is default

If any one or more of the following occur we may decide default has occurred. You must ensure default does not occur.

- (a) There is default of any term or condition of this Loan Agreement.
- (b) Any representation made by you to our agents or us proves to be untrue or misleading.

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- (c) You become bankrupt or are jailed.
- (d) You breach any material undertaking given at any time to us.

5. Our rights on default

At any time after default occurs, we can 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.

- (a) Demand and require immediate payment of any money due under this Loan Agreement.
- (b) Call up the loan and require payment of the entire balance owing under this Loan Agreement.
- (c) Terminate this Loan Agreement.

We can 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 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 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 Notices

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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.

7.6 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.

7.7 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.

7.8 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.

7.9 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: 1300 329 131
- Website:
www.money3.com.au/feedback.php
- E-mailing:
complaints@money3.com.au
- Writing to:
c/o Complaints Officer,
Level 1, 40 Graduate Road, Bundoora, VIC, 3083,

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.

7.10 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.

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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.