

## CUSTOMER LOAN AGREEMENT

**Important:** We offer to provide you with a personal loan on terms set out in this Agreement. By signing, you agree to be bound by the terms of this Agreement including the Schedules, Terms & Conditions and Disclosure Information in Sections 3 to 5. Please read all documents carefully before accepting.

### SECTION 1 – FINANCIAL SCHEDULE

The following information is effective as of 5 November 2024.

<b>Loan Term:</b>	180 days from Start Date <b>Important:</b> Once your Property has sold, you must discharge your Plan (in full) at settlement of the sale of the Property (even if this occurs before Day 180). See clauses 7 and 8 of the Terms and Conditions for full details.
<b>Redraw Facility:</b>	Not applicable
<b>Payment Plan Type:</b>	The Payment Plan Type options for the Elepay 180-Day Product are as follows:  (A) <b>Single Payment Plan</b> – this applies if you selected a plan requiring one lump sum repayment of the Loan Amount and Plan Fee by the Repayment Date;  (B) <b>Multiple Payment Plan</b> – this applies if you selected a plan requiring you to pay the Loan Amount and Plan Fee by way of equal monthly repayments every thirty (30) days during the Loan Term (total of 6 payments).  <b>Note:</b> <ul style="list-style-type: none"><li>• At the time of submitting an online Application, you will have the option to select between Single Payment Plan or Multi Payment Plan;</li><li>• Your payment obligations and the applicable Plan Fee vary depending on the Payment Plan Type applicable to your Plan;</li><li>• You will not be entitled to a Single Payment Plan option if your Property is not subject to a Monetization Event.</li></ul>
<b>Monetization Event</b>	“Monetization Event” means an event from which you will receive proceeds of funds in the foreseeable future to repay this loan.  At the time of your Application, you are required to select one of the following three (3) types of Monetization Event:  (A) sale of the Property;

	<p>(B) refinance of the mortgage secured by the Property;</p> <p>(C) other Monetization Event (such as, inheritance claim, guaranteed investment return or sale of another asset).</p>																								
<p><b>Total Plan Fee (for Single Payment Plan):</b></p>	<p>The applicable Plan Fee will be determined by the rate (column B) corresponding to the date when your plan is fully paid (column A).</p> <p><b>Note:</b> You are not required to pay the plan (in full) until Day 180 but you will be entitled to a discount on the Plan Fee if paid early (as per the table below).</p> <table border="1"> <thead> <tr> <th>(A)*</th> <th>(B)**</th> <th>(C)***</th> </tr> <tr> <th>Plan paid (in full) (Repayment Period)</th> <th>Applicable Plan Fee</th> <th>Annual Percentage Rate</th> </tr> </thead> <tbody> <tr> <td>Day 0 – 30</td> <td>3.90%</td> <td>47.50%</td> </tr> <tr> <td>Day 31 – 60</td> <td>4.90%</td> <td>29.84%</td> </tr> <tr> <td>Day 61 – 90</td> <td>5.90%</td> <td>23.95%</td> </tr> <tr> <td>Day 91 – 120</td> <td>7.90%</td> <td>24.02%</td> </tr> <tr> <td>Day 121 – 150</td> <td>8.90%</td> <td>21.72%</td> </tr> <tr> <td>Day 151 – 180</td> <td>9.90%</td> <td>20.10%</td> </tr> </tbody> </table> <p>* (A) – the number of days is calculated from the Start Date.</p> <p>** (B) – the Plan Fee is calculated off the total Loan Amount and will not be pro-rated daily. The Plan Fee is a fixed rate and will apply according to the date the plan is paid in full (as outlined in column A). For example, if you paid your Plan (in full) on Day 110, the applicable Plan Fee is 7.90% of the total Loan Amount.</p> <p>*** (C) – the Annual Percentage Rate is calculated to the end of the relevant repayment period and includes the Plan Fee and excludes other costs which may apply such as, fees associated with caveat registration, bank processing fees, Default Fee, Default Interest and missed payment fees.</p>	(A)*	(B)**	(C)***	Plan paid (in full) (Repayment Period)	Applicable Plan Fee	Annual Percentage Rate	Day 0 – 30	3.90%	47.50%	Day 31 – 60	4.90%	29.84%	Day 61 – 90	5.90%	23.95%	Day 91 – 120	7.90%	24.02%	Day 121 – 150	8.90%	21.72%	Day 151 – 180	9.90%	20.10%
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<p><b>Plan Fee and Interest (for Multiple Payment Plan):</b></p>	<p>The applicable Plan Fee will be determined by the rate (column B) corresponding to the date when your plan is fully paid (column A).</p> <p><b>Note:</b> You are required to pay a total of 6 equal repayments spread across the Loan Term (each repayment due every 30 days). Should you decide to pay the plan (in full) before Day 180, you will be entitled to a discount on the Plan Fee (as per the table below).</p> <table border="1"> <thead> <tr> <th>(A)*</th> <th>(B)**</th> <th>(C)***</th> </tr> <tr> <th>Plan paid (in full) (Repayment Period)</th> <th>Applicable Plan Fee</th> <th>Annual Percentage Rate</th> </tr> </thead> <tbody> <tr> <td>Day 0 – 30</td> <td>3.90%</td> <td>47.50%</td> </tr> <tr> <td>Day 31 – 60</td> <td>4.90%</td> <td>32.29%</td> </tr> </tbody> </table>	(A)*	(B)**	(C)***	Plan paid (in full) (Repayment Period)	Applicable Plan Fee	Annual Percentage Rate	Day 0 – 30	3.90%	47.50%	Day 31 – 60	4.90%	32.29%												
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	Day 121 – 150	6.60%	23.78%
	Day 151 – 180	7.03%	24.07%
<p>*(A) – the number of days is calculated from the Start Date.</p> <p>***(B) – the Plan Fee is calculated off the total Loan Amount and will not be pro-rated daily. The Plan Fee is a fixed rate and will apply according to the date the plan is paid in full (as outlined in column A). For example, if you paid your Plan (in full) on Day 110, the applicable Plan Fee is 5.96% of the total Loan Amount.</p> <p>****(C) – the Annual Percentage Rate is calculated at the end of the relevant repayment period and includes the Plan Fee and excludes other costs which may apply such as, fees associated with caveat registration, bank processing fees, Default Fee, Default Interest and missed payment fees.</p>			
Refer to <b>Clause 4 of the Terms and Conditions</b> for further details on Plan Fee.			
<b>Default Fees &amp; Interest</b>	The following fees will be charged if any amount owing is not paid by the relevant due date:		
	• Default Fee	<b>0.25%</b> of the total amount outstanding charged and payable <b>every 30 days</b> , with the first Default Fee applied when the amount has been outstanding for 5 days.	
	• Plus, Default Interest	<b>0.0695%</b> of the total amount outstanding (compounded daily)	
	• If applicable, Missed Payment Fee	<ul style="list-style-type: none"> <li>• <b>\$15.00</b> per missed scheduled credit card payment</li> <li>• <b>\$25.00</b> per missed scheduled direct debit payment</li> </ul>	
Refer to our <b>Default Payment Policy</b> for full details.			
Where there is an inconsistency between the Default Fees & Interest in this Financial Schedule and in our Default Payment Policy, the latter shall prevail to the extent of such inconsistency.			
<b>Other Fees</b>	• Establishment Fee	\$0.00	
	• Early Exit Fee	\$0.00	
	• Bank Processing Fee –		
	○ Credit Card	1.50% plus 30c	
	○ Direct Debit	\$2.95	
• Annual repayment limit	Not applicable		
	You may repay your loan (in full) at any time during the Loan Term. Any part payments will be considered when		

	<ul style="list-style-type: none"> <li>Enforcement Expenses</li> </ul>	<p>calculating the final payout figure for your plan.</p> <p>You may be liable for any enforcement expenses incurred by Elepay as a result of any default by you (including legal fees, debt recovery costs, search fees and other registration or filing fees).</p>
<b>Security</b>	<p>We will hold a charge over the Property pursuant to Clause 14 of this Agreement. For certain loans, we will require a caveat to be registered over the Property.</p> <p>You will be liable for all costs incurred (or to be incurred) by us associated with the registration and withdrawal of the caveat, which will be added at the end of your Loan Term. This includes any registration fee, lodgment agent fee, PEXA fee and search fees.</p> <p>Caveat registration fees differ depending on the state which your Property is situated in:</p> <ul style="list-style-type: none"> <li>VIC</li> <li>NSW</li> <li>QLD</li> <li>SA</li> <li>TAS</li> <li>WA</li> <li>ACT</li> </ul>	<p>Estimated fee:</p> <ul style="list-style-type: none"> <li>VIC: \$350 - \$450</li> <li>NSW: \$500 - \$650</li> <li>QLD: \$700 - \$900</li> <li>SA: \$550 - \$700</li> <li>TAS: \$400 - \$500</li> <li>WA: \$550 - \$750</li> <li>ACT: \$650 - \$900</li> </ul>

**Note:** We may change the applicable Default Fees, Other Fees and Caveat Fee estimates at any time during the Loan Term (acting reasonably) and by providing you with at least 10 Business Days' written notice. The Plan Fee rates are fixed and are not subject to change.

Signed on behalf of Elepay:



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 Luigino De Pasquale  
 Sole director & Company Secretary

## SECTION 2 – 180 STANDARD TERMS AND CONDITIONS

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### 1. THE AGREEMENT BETWEEN ELEPAY AND YOU

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- 1.1 Your Agreement with Elepay comprises these Terms and Conditions, the Schedule, the Financial Schedule, the Disclosure Statements, any information contained in your Application and Elepay's Additional Policies.
- 1.2 By signing or electronically accepting this Agreement, you make an offer to enter into a loan contract with Elevare Pay Easy Pty Ltd A.C.N. 634 728 591 (Elepay, we, us, our) and we will accept your offer by providing our Approval.
- 1.3 To the extent of any inconsistency between these Terms and Conditions and any Schedule, the terms of such Schedule will prevail.
- 1.4 You may sign this Agreement electronically and you consent to providing your electronic signature for the purposes of this Agreement, any authorities under the *Privacy Act 1988 (Cth)* and any other document or matter relating to this Agreement. You acknowledge that by providing our Approval, we agree to enter into this Agreement with you.

### 2. YOUR LOAN

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- 2.1 Once your Application has been formally approved, we will advance the Loan Amount on the Disbursement Date to the Payee nominated in the Schedule, in accordance with your written instructions.
- 2.2 Your loan contract will commence on the Start Date. We may (at our discretion) amend your Start Date to the date we provide our Approval or such other date as agreed between the parties.
- 2.3 If we do not provide our Approval within 30 days of the Contract Date, we reserve the right to decline, cancel or terminate your Application. You may withdraw your offer or terminate this Agreement (at no cost) at any time before we disburse any amounts to you under this Agreement.
- 2.4 We will close the Plan when all amounts owing under this Agreement have been fully paid.
- 2.5 You may obtain a copy of this Agreement and other important terms related to your Plan(s) via your Elepay Customer Dashboard or by otherwise contacting us.

### 3. APPROVAL

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- 3.1 We may choose to approve or reject your Application and we may withdraw any Approval at any time before the provision of funding and at our absolute discretion (including, but not limited to, if we believe you do not meet our credit, suitability or verification assessment criteria, if it is not commercially viable for us to approve your Application or for such other reason as we deem appropriate).
- 3.2 By nominating or accepting a Payee for your Plan, you hereby give us an unconditional and irrevocable direction (and agreement) to pay (or cause our affiliate to pay) the Loan Amount to the Payee to fund the provision of goods or services by the Payee to you.
- 3.3 You acknowledge and agree that Approval is subject to our review and complete satisfaction with our lending, credit, suitability and verification assessments related to your Application. This assessment includes, but is not limited to, satisfactory review of your personal and financial

circumstances, conducting a credit report and net equity analysis of the Property and verification of the declared Monetization Event.

- 3.4 If we provide notice that this Agreement has been terminated or our Approval has been withdrawn or suspended (for any reason whatsoever), then you must immediately comply with any reasonable direction provided by us in relation to this Agreement.

#### **4. FEES & CHARGES**

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- 4.1 On or before the Repayment Date, you must pay us each of the following:
- (a) the total Loan Amount you borrowed from us;
  - (b) the applicable Plan Fee;
  - (c) any applicable caveat registration fee; and
  - (d) any other amounts payable by you under this Agreement,
- in a manner acceptable to us.
- 4.2 You authorise us to charge, withdraw or deduct from the Nominated Payment Source, our fees and any other amounts payable by you on the relevant Due Date(s). A payment will not be treated as made until it is credited into our payment account.
- 4.3 You agree to make all payments you owe us under this Agreement in full, without any set-off or counterclaim. You authorise Elepay to satisfy any liability that you owe to Elepay by applying or offsetting any amount that Elepay may otherwise pay (or owe to) you against such liability.
- 4.4 You must provide us with updated payment details if your Nominated Payment Source is no longer valid (or if we otherwise request you to do so).

#### **Plan Fee**

- 4.5 The applicable Plan Fee will be determined in accordance with the Financial Schedule and will not be subject to change during the term of this Agreement. The applicable Plan Fee depends on the date on which your Plan is paid (in full) and the Payment Plan Type (Single Payment Plan or Multiple Payment Plan).

#### **Default Interest & Other Fees**

- 4.6 If you have not made a required payment by the relevant Due Date, then you must pay us Default Interest, Default Fees and any other charges payable under our Default Payment Policy applicable at the time.
- 4.7 You must pay all other fees specified under the “Other Fees” and “Security” sections of the Financial Schedule (if applicable).
- 4.8 We may (at our discretion and without your prior consent) change the fees payable by you under our Default Payment Policy and the Other Fees and Security sections of the Financial Schedule by providing you with at least 10 Business Days’ prior written notice. We must act reasonably when exercising this discretion and any change to these fees must reflect any reasonable costs incurred (or to be incurred) by us.
- 4.9 You must pay all government duties, taxes and charges now, or in the future, charged on or otherwise payable in relation to this Agreement. We are not liable for costs or fees charged to you

by a third party in connection with this Agreement (such as third-party processing fees or any additional charges from the Payee).

- 4.10 You must pay to us any Enforcement Expenses reasonably incurred by us or our agents in exercising our rights under this Agreement due to your default.

## 5. MULTIPLE PAYMENT PLAN

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- 5.1 If your Plan is a Multiple Payment Plan, then you must pay the required repayments by the Due Dates specified in the Schedule and in a manner acceptable by us.
- 5.2 You will be in default under this Agreement if you fail to make any repayments by its Due Date. Default Interest and Default Fees will apply to any missed repayments in accordance with our Default Payment Policy.

## 6. FINAL REPAYMENT

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- 6.1 You must pay and fully discharge your Plan (in full) on or before the Repayment Date (subject to your obligations under clauses 7 and 8).
- 6.2 If you pay your Plan (in full) prior to the Repayment Date, then you will not be charged an early exit or penalty fee and will be entitled to any applicable discounted Plan Fee in accordance with the Financial Schedule.
- 6.3 If you make a partial early repayment, then the Due Dates and your payment obligations under this Agreement will remain unchanged unless we otherwise agree in writing. Any early partial repayment will not entitle you to a discount on the Plan Fee. The discounted Plan Fee rates only apply if your Plan is paid (in full).
- 6.4 If you have paid an incorrect amount to us as a result of an error or miscalculation, then we may require you to repay the balance outstanding (notwithstanding your Plan may be closed). If you have paid us in excess of the amount owing to us, then we will provide you with a refund of the excess amount within 5 Business Days of us verifying this error (acting reasonably).

## 7. MONETIZATION EVENT – SALE OF PROPERTY

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- 7.1 This clause 7 applies if you declared the Monetization Event is the sale of the Property.
- 7.2 You must pay Elepay all amounts owing by you under this Agreement (and any other plan you have with Elepay relating to the Property) directly at settlement of the sale of the Property. **This payment obligation applies even if the settlement date is prior to any scheduled Due Dates.**
- 7.3 You irrevocably authorise and direct any agent, solicitor or other person acting for you in relation to the sale of the Property to pay all amounts owing by you to us under this Agreement at settlement of the sale of the Property.
- 7.4 You must, at all times, keep Elepay fully informed as to the status of the sale of the Property including, but not limited to, providing Elepay with:
- (a) any contract of sale entered into by you in relation to the sale of the Property;
  - (b) details of your listing agency and appointed solicitor (or conveyancer); and
  - (c) details of any proposed Settlement Date.
- 7.5 Where you declared that you intend to sell the Property, you warrant and agree that you (and all other co-owners of the Property):

- (a) have true and proper intentions to sell the Property within the Loan Term;
- (b) have taken (or will take) the necessary steps to actively list the Property for sale;
- (c) do not foresee or anticipate any event, circumstance or fact which may prevent, postpone or impede the sale of the Property and payment of the Plan; and
- (d) will provide us with a Sales Appointment Form or Listing Agreement and any other supporting documentation requested by us to substantiate the proposed sale of the Property within **two (2) months** of submitting your Application.

## **8. MONETIZATION EVENT – REFINANCE OR OTHER EVENT**

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- 8.1 This clause 8 applies if you declared the Monetization Event is either the refinance of the mortgage secured by the Property or another event.
- 8.2 You agree to pay Elepay all amounts owing by you under this Agreement (and any other plan you have with Elepay relating to the Property) immediately upon the occurrence of the Monetization Event. **This payment obligation applies even if the Monetization Event occurs prior to any scheduled Due Dates.**
- 8.3 You must, at all times, keep Elepay fully informed as to the status of the Monetization Event including, but not limited to, providing Elepay with any requested documentation or information to substantiate the validity and timing of the Monetization Event.
- 8.4 Where you declared that you intend to refinance your mortgage, you warrant and agree that you (and all other co-owners of the Property):
  - (a) have true and proper intentions to refinance the mortgage(s) owing on the Property within the Loan Term;
  - (b) have taken (or will take) the necessary steps to refinance the mortgage(s);
  - (c) do not foresee or anticipate any event, circumstance or fact which may prevent, postpone or impede the refinance of the mortgage(s) and payment of the Plan;
  - (d) will provide us with a Letter of Eligibility, Finance Approval Letter and any other supporting documentation requested by us to substantiate the refinance of your mortgage(s) within **two (2) months** of submitting your Application.

## **9. PAYMENT TERMS WITH PAYEE**

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- 9.1 By signing this Agreement, you hereby unconditionally direct and authorise us to pay the Loan Amount to the Payee for payment of products or services provided by the Payee to you ('**Customer Direction**').
- 9.2 You acknowledge and agree that:
  - (a) the Loan Amount (whether in part or full) will not be disbursed to you directly;
  - (b) any payment made to the Payee will be subject to the terms of our Approval, this Agreement and any applicable agreement between us and the Payee;
  - (c) you have entered into a purchase order or similar agreement with the Payee for the provision of the Payee's product or services to you; and



- (d) we may communicate with and disclose any relevant information relating to you (or your Application) to the Payee for any purpose relating to this Agreement or to facilitate the provision of the Payee's goods or services to you.
- 9.3 To the fullest extent permitted by law, you agree that if Elepay pays the Loan Amount to the Payee in accordance with this Agreement, then Elepay is not liable to you (or any other person) for any Loss or Claim suffered or incurred by you (or that other person) and your repayment obligations to us under this Agreement remains fully enforceable.
- 9.4 If requested by Elepay, you must promptly provide us with satisfactory details, information or evidence relating to the following:
- (a) the appointment of the Payee to act for you for any purpose contemplated by this Agreement;
  - (b) any direction, request or authorisation given or made by you in favour of the Payee;
  - (c) the status of any order to be provided by the Payee; and
  - (d) details of any dispute between you and the Payee relating to this Agreement.

## **10. SUPPLY OF PRODUCTS OR SERVICES**

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- 10.1 You acknowledge and agree that:
- (a) Elepay does not supply any products or services to you other than the provision of funding under this Agreement;
  - (b) any issue relating to a product or service provided by the Payee to you is an issue between you and that Payee and does not involve Elepay;
  - (c) once we have disbursed the Loan Amount to the Payee in accordance with your Customer Direction, you must pay the Loan Amount (and our fees and our charges) irrespective of any issue between you and the Payee; and
  - (d) if you decide to cancel the provision of goods or services by the Payee to you, then it is your responsibility to notify us and cancel your Application prior to our Approval and disbursement of funds.
- 10.2 We are not liable for any act, omission, negligence, misconduct, misrepresentation or fraudulent activity carried out by the Payee (or its Team Members). In particular, we are not liable for the quality, non-performance, suitability, availability or other matter relating to goods or services provided by the Payee to you.
- 10.3 If you have engaged the Payee to provide goods and services and the provision of those goods or services were incomplete, no longer required, cancelled or frustrated for any reason, you will continue to be liable for any funds disbursed by us to the Payee in accordance with your Customer Direction. For the avoidance of doubt, you will be required to pay the Loan Amount (and our fees and charges) for any Payee services related to the sale of the Property even if you subsequently decide not to list the Property for sale.
- 10.4 We are not responsible for resolving any dispute relating to the goods and services provided by the Payee to you and any such complaints or issues must be addressed to the Payee directly.

## **11. INFORMATION AND PROCESS**

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- 11.1 You must provide any information or documentation requested by us for the purposes of this Agreement. You represent and warrant that the information provided by you (including any declarations made during your Application) is complete, accurate, up to date and not misleading. If the information provided by you becomes inaccurate at any time, then you must notify us as soon as possible.
- 11.2 You irrevocably authorise us (and our Team Members) to conduct any assessment, investigation or review of you or your circumstances (including obtaining a credit report, verification of identity report or similar) for the purpose of checking or verifying information provided by you or for any other purpose relating to this Agreement.
- 11.3 You irrevocably authorise us to disclose any information relating to you to the Payee, your nominated additional contact person or any other third party to the extent reasonably required for any purpose relating to this Agreement or to the extent required by law.
- 11.4 You acknowledge and agree that we may report any default, illegal, suspicious or other activity by you (including late payments, missed payments, defaults etc.) to any credit reporting agency, authoritative or governmental body, debt collection agency or as otherwise required by law. We reserve the right to conduct a credit check on you for any purpose relating to this Agreement.
- 11.5 To the extent permitted by law, we may upon your written request eliminate and remove your personal information from our database. You acknowledge and agree that we may, in certain circumstances, be required by law to retain your personal information for a specified period of time.

## **12. CHANGES TO CONTRACT**

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- 12.1 We may, at our absolute discretion, agree to your request to vary the terms of your Agreement (including the Due Date, repayment amounts or Loan Amount) at any time during the Loan Term (**Variation**). If we approve a Variation, we will send you written notice of the change of terms and the Variation will form part of and become enforceable under this Agreement.
- 12.2 We may, acting fair and reasonably and subject to 30 days' written notice to you, change any term or condition of your Agreement. If you believe the proposed change will be of material prejudice to you, then you may put any formal objection in writing to us prior to the date the change is deemed effective. We will endeavour to resolve your objection within 20 Business Days of receiving the written objection from you.

## **13. DEFAULT AND ITS CONSEQUENCES**

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- 13.1 You will be in default under this Agreement if:
- (a) you do not pay any amount owing to us by its Due Date for payment (on any account);
  - (b) you do not comply with any term or condition of this Agreement;
  - (c) you are subject to an Insolvency Event;
  - (d) we have reasonable grounds to believe that information provided by you was or is misleading, inaccurate or untrue (including any declarations submitted during your Application); or
  - (e) you are in default under any other Agreement you have with Elepay.

- 13.2 If you are in default, we may require you to immediately pay all amounts you actually or contingently owe us under this Agreement (and any other Plan you have relating to the Property), and we may exercise our rights under this Agreement or at law. In the event of actual or suspected default, we may register a caveat over the Property without prior notice to you and you will be liable for all associated costs.
- 13.3 If you are in default and you have not paid moneys to us by the Due Date, then you must comply with the terms of our Default Payment Policy and you must pay any fees applicable under that policy.
- 13.4 You must pay us any Enforcement Expenses reasonably incurred by us or Team Members in exercising our rights because of your default.
- 13.5 You agree to pay and indemnify us for and against any Loss or Claim that we suffer or incur as a result of default by you under this Agreement.

#### **14. SECURITIES**

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- 14.1 In consideration of Elepay providing the Loan, you agree to charge all of your right, title and interest in any real assets owned by you (including the Property) in favour of Elepay to secure performance of your obligations under this Agreement.
- 14.2 You consent to us lodging a caveat on title for the Property (and any other real property owned by you) to protect our rights under this Agreement. You agree to execute and provide to us any documents we require to record, register or otherwise protect our interests under this Agreement.
- 14.3 In consideration of Elepay providing the Loan, you agree to charge all of your right, title and interest in any personal assets owned by you in favour of Elepay to secure performance of your obligations under this Agreement, except for essential household items.
- 14.4 In this Agreement, a reference to the PPSA is a reference to the Personal Property Securities Act 2009 (Cth) and a term used in this clause will, unless the context otherwise requires, have the same meaning that it has in the PPSA.
- You agree that:
- (a) this is a security agreement for the purposes of the PPSA and we may register a security interest under the PPSA against you in respect of the security granted by you; and
  - (b) you release us from any obligation to provide you with, and you waive your right to receive, any notice from us (to you) that is otherwise required by a provision of the PPSA.
- 14.5 You will be liable for all costs and expenses associated with the enforcement of any right under this Agreement including, but not limited to, the registration cost of lodging and withdrawing any caveat or other instrument on title of any property owned by you. We may enforce our rights under this Agreement (such as registering a caveat on your property) without any prior notice to you. All associated caveat costs will be added to your Plan (and payable by you) on the Repayment Date.
- 14.6 You acknowledge and agree to do all that is reasonably required by us to allow us to enforce any security under this Agreement (including providing written consent whether by you or an existing financier to the registration of a security).
- 14.7 Any additional deeds, documents or agreements signed by you (or a related party to this Agreement) will form part of and become enforceable under this Agreement.

## **15. EXCLUSIONS OF WARRANTIES AND REPRESENTATIONS**

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- 15.1 You have certain rights at law which cannot be limited or excluded. Nothing in this Agreement limits or excludes those rights, but our liability is limited to the maximum extent permitted by law. If we are liable then our liability will not exceed the total disbursed Loan Amount.
- 15.2 To the extent permitted by law, we are not liable to you (or any other person) for any direct, special, indirect, consequential or incidental costs, losses, expenses or damages, or lost profits, or any other damages of any kind incurred or suffered by you or any other person in any way which is connected to our Products or any transaction between you and us (including as a result of our negligence or negligence by any of our Team Members).
- 15.3 To the extent permitted by law, we exclude all representations, conditions, guarantees and warranties, whether express or implied (by statute or otherwise) that relate to this Agreement or our Products.

## **16. COMMUNICATION AND NOTICES**

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- 16.1 A party may give a document or notice to another party by:
- (a) delivering it to the other party personally;
  - (b) leaving it at or sending it by post or otherwise to the other party's last known residential or postal address; or
  - (c) emailing it to the other party's email address.
- 16.2 By providing your details and the details of your alternative contact person, you authorise us to communicate with you (and this contact) by way of telephone, SMS or any other means available.

## **17. PRIVACY POLICY**

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- 17.1 We may collect and use your personal information in accordance with our Privacy Policy (as amended from time to time). You may view our Privacy Policy on our website, [www.elepay.com.au](http://www.elepay.com.au).
- 17.2 You agree that we may collect your personal information (and share it with our Team Members) to identify you, provide our services to you, for our business development and marketing purposes and for any purpose related to this Agreement. Unless you tell us not to, we may use your information to let you know about products or services that may interest you and we may share your information with our the Payee, our partners and business affiliates.
- 17.3 You must, other than as required by law or permitted by us, keep the terms of this Agreement and all Confidential Information strictly confidential at all times.

## **18. GENERAL PROVISIONS**

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- 18.1 If any provision of the Agreement is or becomes invalid, unenforceable or breaches any mandatory law or applicable code then that provision is treated as severed from this Agreement and the Agreement will continue to be valid and operative without that severed provision.
- 18.2 In the event that you comprise or include (by name or other method) two or more persons:
- (a) a liability of those persons (or any of them) under this Agreement is a joint liability of all of them and a several liability of each of them;

- (b) a right given to those persons under this Agreement is a right given severally to each of them; and
  - (c) we may act upon the request or direction (or notice) of any one of those persons.
- 18.3 You agree and acknowledge that we can intercept, record, read or view by any means any communication you may have with or make to us by any means. For that purpose, communications include telephone calls, emails, online chats and any other form of electronic communication.
- 18.4 This Agreement will be governed by the law for the time being in force in the State in which the Property is situated and you agree to submit to the non-exclusive jurisdiction of the courts in that State.
- 18.5 If we do not exercise a right, remedy or power, this does not mean we cannot exercise it later and we are not stopped from doing so. We are not liable for any Loss or Claim caused by exercising, attempting to exercise or failing to exercise, a right, remedy or power under this Agreement (even if caused by our negligence).
- 18.6 This Agreement (or any of your rights or obligations under this Agreement) may not be assigned by you without our prior written consent. You authorise us to assign, transfer or otherwise deal with our rights under this Agreement (and any security provided) without the need to obtain further consent from you.
- 18.7 We may take any action that we decide (in our discretion) in relation to any AML/CTF laws and without limitation, we may delay, limit or stop any payment to you if we are concerned about the application of those laws to this Agreement.

## 19. DEFINITIONS AND INTERPRETATION

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In this Agreement, the following terms and expressions have the following meanings, unless the context requires otherwise:

**AML/CTF** means the Anti-Money Laundering and Counter-Terrorism Financing (AML/CTF) laws.

**Application** means your application or request for funding to Elepay relating to this Plan.

**Approval** means our formal written approval of your Application to provide funding to you in accordance with this Agreement.

**Business Day** means a weekday and excludes any public holiday or national holiday in Australia.

**Contract Date** means the date you submitted your Application.

**Default Fee** means the amount specified or calculated in accordance with the Financial Schedule.

**Default Interest** means the amount specified or calculated in accordance with the Financial Schedule.

**Disbursement Date** means within seven (7) days of our Approval (taking into account Business Days only).

**Disclosure Statements** means the *disclosure statements* found in Section 3 (Information Statement), Section 4 (Disclosure about Credit Contracts) and Section 5 (Credit Guide) annexed hereto and which forms part of this Agreement.

**Due Date** means the *Payment Date(s)* by which you are required to pay moneys owing to us, as specified in the Schedule (subject to your payment obligations under clauses 7 and 8 of this Agreement).

**Elepay's Additional Policies** means Elepay's Privacy Policy, Default Payment Policy, Complaints Policy, Financial Hardship Policy any other formal policy published by Elepay (on our website) and any other policy which is incorporated into this Agreement by reference.

**Elepay Customer Dashboard** means Elepay's secure online customer portal which allows you to obtain information about your Plan following Approval.

**Elepay Product or Product** means a product offered by Elepay to its customers.

**Enforcement Expenses** includes all expenses reasonably incurred by Elepay (or its agents) to recover (or attempt to recover) moneys owing by you to Elepay and includes (but is not limited to) legal expenses (on an indemnity basis), registration costs, filing fees, search costs and expenses payable to a collection agency.

**Financial Schedule** means the *Financial Schedule* (containing details of the fees and charges payable by you) annexed hereto and which forms part of this Agreement.

**Insolvency Event** includes but is not limited to:

- (a) a controller, manager, trustee, administrator, liquidator, provisional liquidator, receiver, receiver or manager or similar is appointed in respect of you or any of your assets;
- (b) a person declares or admits that they are insolvent or unable to pay that person's debts when and as they fall due; or
- (c) anything analogous to any of the above.

**Loan Amount** means the Loan Amount set out in the Schedule and any revised Loan Amount (as a result of any approved Variation).

**Loss or Claim** includes any loss, claim, action, damage, liability, cost, charge, expenses, outgoing or payment.

**Nominated Payment Source** means the bank account (or card) nominated by you for the purpose of making payments to us under this Agreement.

**Payee** means the person who is named as *Payee* (or Partner) in the Schedule (or such other person that you and Elepay agree to treat as Payee) for the purposes of this Agreement.

**Plan** means the plan relating to this Agreement (referenced by the Plan ID).

**Plan Fee** means the Plan Fee payable by you under this Agreement, as estimated in the Schedule and calculated in accordance with the Financial Schedule.

**Property** means the secured property (being land) which is specified in the Schedule.

**Repayment Date** means the earlier of:

- (a) the date which is 180 days from the Start Date;
- (b) the settlement date for the sale of the Property (if your Monetization Event is the sale of the Property; and
- (c) the date the Monetization Event occurred (if your Monetization Event is the refinance of your mortgage or another event).

**Schedule** means the *Schedule* annexed hereto forming part of this Agreement and comprising the Information Schedule, Plan Schedule and Payment Schedule.

**Start Date** means the Start Date nominated by you in your Application (as otherwise amended by us in accordance with this Agreement) and is generally the date your loan is formally and unconditionally approved by us. If the Payee is a stylist partner, the Start Date will be seven (7) days prior to your nominated Install Date (that is, the proposed date of installation).

**Team Member** means, in relation to a person, any person who is an officer, employee, agent or representative of that person.

**Variation** means a request to vary the Loan Amount or any other term of this Loan Agreement, which has been agreed by you and formally approved by Elepay.

## SECTION 3 – INFORMATION STATEMENT (FORM 5)

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### **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, the AFCA scheme, or get legal advice.

### **The Contract**

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#### **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 by your credit provider.
- you get 30 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 the AFCA scheme. The AFCA scheme is a free service established to provide you with an independent mechanism to resolve specific complaints. The AFCA scheme can be contacted at:

Australian Financial Complaints Authority (AFCA)

Telephone: 1800 931 678  
Email: [info@afca.org.au](mailto:info@afca.org.au)  
Web: [www.afca.org.au](http://www.afca.org.au)  
Mail: 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

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### **22. 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.

### **23. 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 AFCA scheme. Further details about this scheme are set out below in question 25.

### **24. 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 AFCA scheme or ASIC, or get legal advice.

### **25. 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 THE AFCA SCHEME. IF YOU HAVE A COMPLAINT WHICH REMAINS UNRESOLVED AFTER SPEAKING TO YOUR CREDIT PROVIDER YOU CAN CONTACT THE AFCA SCHEME OR GET LEGAL ADVICE.**

**THE AFCA SCHEME IS A FREE SERVICE ESTABLISHED TO PROVIDE YOU WITH AN INDEPENDENT MECHANISM TO RESOLVE SPECIFIC COMPLAINTS. THE AFCA SCHEME CAN BE CONTACTED AT:**

Australian Financial Complaints Authority (AFCA)

Telephone: 1800 931 678

Email: [info@afca.org.au](mailto:info@afca.org.au)

Web: [www.afca.org.au](http://www.afca.org.au)

Mail: GPO Box 3 Melbourne VIC 3001

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

## SECTION 4 – DISCLOSURE ABOUT CREDIT CONTRACTS (FORM 7)

### 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

\* You can withdraw this offer at any time before the credit provider accepts it. When the credit provider does accept it, you are 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 document 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 can not 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.

## SECTION 5 – CREDIT GUIDE

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**Effective: 5 November 2024**

**Credit Provider – Elevare Pay Easy Pty Ltd A.C.N. 634 728 591**

**Australian Credit Licence 552946**

The National Consumer Credit Protection Act (the Act) regulates credit provided to individual consumers for personal, domestic or household purposes (including investment in residential property).

This Credit Guide provides you with information about credit contracts that we may enter into with you which are regulated by the Act. It contains a summary of our obligations and your rights under the Act including available options should you have a dispute or complaint and our suitability assessment of your credit.

### **1. Credit Assessment**

Under the Act, we are unable to enter into a credit contract with you (or increase your credit limit under an existing credit contract) if it would be unsuitable for you.

A credit contract (or credit limit increase) would be unsuitable if you are unable to comply with your financial obligations under the credit contract (or do so without experiencing substantial hardship), or if the contract does not meet your stated requirements or objectives.

When conducting our credit assessment, we will make reasonable inquiries about your financial position, requirements and objectives and take reasonable steps to verify this information.

### **2. Obtaining a copy of your assessment**

If the credit contract (or credit limit increase) proceeds, we must provide you with a copy of your credit assessment should you request us to do so.

You may request a copy before, or within 7 years of, entering into a credit contract (or obtaining a credit limit increase). If a request is made within 2 years of such event, then we must provide you with a copy of your assessment within 7 business days, otherwise within 21 business days.

To obtain a copy of your assessment (free of charge), you can call us on 1300 019 417 or send a request to [legal@elepay.com.au](mailto:legal@elepay.com.au).

Please note that we are not required to provide you with a copy of your assessment if the credit contract (or credit limit increase) does not proceed.

### **3. What if you have a complaint?**

We are dedicated to handling your complaints in a fair, transparent and prompt manner. If you have any complaint, we encourage you to contact us at any time via the following:

- Lodge a complaint via our online Complaints Form: <https://www.elepay.com.au/feedback-query-complaint>;
- Email to: [complaints@elepay.com.au](mailto:complaints@elepay.com.au);
- Live Chat at: [www.elepay.com.au](http://www.elepay.com.au); or

- Telephone on 1300 019 417 from 8.30am to 5.00pm Monday to Friday (AEST).

For general complaints, we will endeavour to resolve the complaint within 5 business days (although we tend to resolve matters within one business day). For any complaints requiring further investigation, we will attempt to resolve the matter as soon as possible and advise you of the outcome (or if further time is required) within 21 business days.

#### **4. External dispute resolution**

We will try our best to resolve any disputes you may have but if you feel dissatisfied with our resolution, you may make an enquiry or lodge a formal complaint with *Australian Financial Complaints Authority (AFCA)*:

Australian Financial Complaints Authority (AFCA)

Telephone: 1800 931 678

Email: [info@afca.org.au](mailto:info@afca.org.au)

Web: [www.afca.org.au](http://www.afca.org.au)

Mail: GPO Box 3 Melbourne VIC 3001

AFCA provides a free and independent third-party dispute resolution process for complaints about financial products and services and they have the authority to make binding decisions.