

**Application Number** 968752 **Borrower 1 Name** Sai P G Budigae  
**Broker Name** Varun  
**Borrower(s) Address** 58 Postema Dr, POINT COOK VIC 3030 AUSTRALIA

## Confirmation and Declaration by Borrower(s)

I/We acknowledge that I am/we are applying for a personal loan for the following objectives and requirements:

Priority	Objectives: List each credit objective/loan purpose separately in order of priority.	Amount
1	Household Furnishings	\$25,000.00

## Requirements: Features required in a credit product

Credit features of a NOW Finance Personal Loan:	
a)	No application, establishment, monthly or early termination fees
b)	Fixed interest rate
c)	Fixed repayments
d)	Loan term between 18 months to 7 years
e)	Finance for vehicle insurance / warranty
If there is a feature that is not offered by NOW Finance, please speak to us or the Broker. (For example, NOW Finance does not offer redraw facilities, or variable interest rates – if qualities such as these are critical to you, you should raise that with us or the Broker immediately.)	

By signing this document, I/we confirm the following in respect of my/our personal loan application with NOW Finance.

- The **Objectives** information above is a complete and accurate list of my/our loan purpose/s, and the priority of each purpose;
- I am / we are aware of the credit features of a NOW Finance Personal Loan, and these meet my / our **Requirements**;
- I/We have no other specific **objectives or requirements** and I am/we are not seeking particular product features (which are not already provided for by the personal loan);
- In the case of joint Borrowers, both of us will obtain a **tangible benefit** from the credit extended to us; and
- I/We do not expect any **material changes** to my/our financial situation in the foreseeable future, and if any change occurs, I/we will contact NOW Finance.

*Sai Budigae*

**Borrower 1 Signature**

**Date** 31/10/2022

This Credit Guide is an important document that is provided by Now Finance Group Pty Ltd (ACN 158 703 612) (**NFG**), as agent for NF Finco 2 Pty Ltd (ACN 164 213 030), Australian Credit Licence number 425142 ('we', 'us', or 'our'). NOW Finance is a trademark of NFG.

As a licensee acting as agent for a credit provider under a credit contract (as defined in the *National Consumer Credit Protection Act* 2009 (Cth) (**Credit Act**)), we must provide this Credit Guide to you.

This document includes information about:

- some of our obligations under the Credit Act; and
- our internal and external complaints handling procedures and how these are available to you; and
- our contact details.

#### **Prohibition on doing particular things if the credit contract is 'unsuitable'**

The Credit Act prohibits us from:

- entering into a credit contract with you;
- increasing your credit limit; or
- making an unconditional representation to you that we consider that:
  - you are eligible to enter into such contract with us; or
  - the credit limit of such contract will be able to be increased,

if the contract is 'unsuitable' for you.

Before making an assessment of the suitability of a credit contract, we will make reasonable enquiries about your requirements and objectives in relation to the credit contract and financial situation.

We will then assess whether the credit contract is not 'unsuitable' for you if it was entered or the credit limit increased.

A contract is unsuitable for you if, at the time it is entered or the credit limit is increased:

- it is likely that you will be unable to comply with your financial obligations under the contract, or could only comply with substantial hardship; or
- the contract does not meet your requirements or objectives.

It is presumed that you could only comply with your financial obligations under a contract with substantial hardship if you have to sell your principal place of residence to comply (unless the contrary is proved).

In determining whether the contract will be unsuitable, we will only take into account information that satisfies both of the following requirements:

- the information is about your financial situation, requirements or objectives; and

- at the time the contract is entered or the credit limit is increased;
- we had reason to believe that the information was true; or
- we would have had reason to believe that the information was true if we had made reasonable inquiries about you.

#### **Requesting a copy of the assessment**

If, before entering the credit contract or increasing the credit limit, you request that we give you a copy of the assessment, we must give you a written copy of the assessment before entering the contract or increasing the limit.

If you request a copy of the assessment within 7 years after the day the credit contract is entered into or the credit limit is increased ('**credit day**'), we must give you a written copy of the assessment:

- if the request is made within 2 years of the credit day – before the end of 15 business days after the day we receive the request; and
- otherwise – before the end of 25 business days after the day we receive the request.

We will not charge you a fee for providing a copy of the assessment within these time frames.

#### **Lodging a complaint**

You are entitled to inquire into, compliment us, or complain about, the services you receive from us. We have established procedures to ensure that all inquiries and complaints are properly considered and dealt with. Broadly, if you have an inquiry or complaint you wish to raise with us, you can contact us directly:

#### **Contacting us**

You can contact us by:

- calling 1300 275 669;
- writing to us at PO Box 24314 Melbourne VIC 3001;
- emailing [disputeresolution@nowfinance.com.au](mailto:disputeresolution@nowfinance.com.au); or
- faxing to (03) 8639 0906.

Alternatively, in the unlikely event that we cannot resolve a complaint to your satisfaction, you can lodge a dispute:

- with the Australian Financial Complaints Authority at:  
Online: [www.afca.org.au](http://www.afca.org.au)  
Email: [info@afca.org.au](mailto:info@afca.org.au)  
Phone: 1800 931 678 (free call)  
Mail: GPO Box 3, Melbourne VIC 3001

These external dispute resolution schemes provide a free independent industry dispute resolution service.

## Financial Table

<b>Amount of Credit</b> <b>To whom it is to be paid</b>	The amount of credit under this Loan is \$26,650.00		
	You direct us to pay the Amount of Credit as follows:		
	<b>Purpose</b>	<b>Paid to</b>	<b>Amount</b>
	Household Furnishings	Sai P G Budigae	\$25,000.00
	Origination Fee	Quick Funding	\$1,650.00
	<b>TOTAL AMOUNT OF CREDIT</b>		<b>\$26,650.00</b>
<b>Annual Percentage Rate</b>	17.25%		
<b>Total amount of interest charges payable</b>	\$19,268.60		
<b>Amount of each Repayment</b>	\$252.30		
<b>Number of Repayments</b>	182		
<b>Total amount of Repayments</b>	\$45,918.60		
<b>When the first repayment is to be made</b>	14 days after your loan settles or another day that you have selected and will be automatically direct debited from your nominated account.		
<b>Frequency of Payments</b>	Fortnightly		
<b>Fees and Charges</b> The Total Credit Fees and Charges is \$0. This amount is correct to the extent ascertainable at the Disclosure Date and is calculated on the assumption that you will make all repayments under this Loan Agreement at the required times. If you default under this Loan Agreement, Enforcement Expenses may be payable.			
<b>Parties</b>			
Borrower(s) ("you")	Sai P G Budigae of 58 Postema Dr, POINT COOK VIC 3030 AUSTRALIA		
Credit provider ("we" or "us")	Now Finance Group Pty Ltd ACN 158 703 612 (NFG), Australian Credit Licence number 425142, as agent for NF Finco 2 Pty Ltd ACN 164 213 030 (NOW Finance is a trademark of NFG).		
<b>Commission</b>			
At the Disclosure Date, a commission of \$626.28 is to be paid by the Credit Provider to Connective Lender Services Pty Ltd for the introduction of credit business or business financed by this contract.			
<b>Date of Disclosure</b>			
Disclosure Date	The information in this Loan Agreement is correct as at 31/10/2022		
<b>Credit Reporting</b>			
We collect, use and exchange your personal information with credit reporting bodies. If you default under this Loan Agreement, we may report your default (including any late payments) and hardship arrangements to a credit reporting body.			

## **Other Information**

This Credit Schedule does not contain all of the terms and conditions of your Loan Agreement. The Loan Agreement comprises this Credit Schedule, the Terms and Conditions and the 'Offer to Borrow' Page. A copy of each of these documents is attached to this Credit Schedule.

## **Special Expressions**

Some words and expressions used in this Credit Schedule have special meanings. Those special meanings are in clause 1 of the Terms and Conditions. When a word or expression is used with a special meaning (except "us", "our" and "we"), it begins with a capital letter.

## OFFER TO BORROW

You have received a copy of this Credit Schedule, the Terms and Conditions, the Privacy Declaration and the prescribed Information Statement and offer to borrow from us on those terms.

### 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 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.

Signed by Borrower 1: Sai Budigae Date: 31/10/2022

Signed by Now Finance Group Pty Ltd ACN 158 703 612 as agent for NF Finco 2 Pty Ltd

ACN 164 213 030, Australian Credit Licence number 425142: JB Date: 31/10/2022

You should keep a copy of this Loan Agreement, including the attached copies of the Terms and Conditions and prescribed notice, for your records.

**PLEASE NOTE:** These Terms and Conditions do not contain all of the terms and conditions of your Loan Agreement. The Loan Agreement comprises these Terms and Conditions, the Credit Schedule and the 'Offer to Borrow' Page.

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## 1 INTERPRETATION

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### 1.1 Words with special meanings

**"Account"** means any account we open in your name for the purposes of this Loan.

**"Amount of Credit"** means the amount of credit specified in the Credit Schedule.

**"Balance"** means, at any one time, the amount that you owe us under this Loan Agreement.

**"Credit Fees and Charges"** means the credit fees and charges set out in the Credit Schedule and any other fees and charges payable in connection with this Loan but does not include:

- enforcement expenses;
- interest charges;
- that part of a fee or charge that exceeds the amount that we may charge you consistently with any Law; or
- any fee or charge that we are prohibited from charging you under any Law.

**"Credit Legislation"** means:

- the *National Consumer Credit Protection Act 2009* (Cth), as amended from time to time;
- the *National Consumer Credit Protection Regulations 2010* (Cth), as amended from time to time; and
- the National Credit Code, enacted under Schedule 1 of the *National Consumer Credit Protection Act 2009* (Cth), as amended from time to time.

**"Credit Schedule"** means the document titled "Credit Schedule" which details some of the terms and conditions on which you offer to enter into this Loan with us.

**"Daily Balance"** means the Balance of an Account on a particular day.

**"Direct Debit Request Form"** means the direct debit request signed by you and the direct debit request service agreement between you and us in relation to payments to be made by you under this Loan and any arrangements which replace these.

**"Direct Debit"** means a payment made directly from an account in accordance with a Direct Debit Request Form.

**"Enforcement Expenses"** means any expenses, costs or outlays reasonably incurred in engaging external service providers in connection with any default under this Loan Agreement pursuant to clause 9.

**"Law"** means common law, principles of equity and any legislation, enactment, proclamation, by-law or regulation passed by any government body or authority and includes any amendments, consolidations or replacements of them and all orders, ordinances, regulations, rules and by-laws made under them.

**"Loan"** means the contract you make with us when we accept your offer to borrow money from us.

**"Loan Agreement"** comprises these Terms and Conditions, the Credit Schedule and the 'Offer to Borrow' Page.

**"Normal Working Day"** means a day on which banks and financial institutions are generally open for business in Melbourne.

**"PPSA"** means the *Personal Property Securities Act 2009* (Cth).

**"Repayment Date"** means a date on which a Repayment is due to be made, as specified in the Loan Agreement.

**"Repayment"** means each repayment specified in the Credit Schedule.

**"Security Interest"** has the meaning given in the PPSA.

**"Terms and Conditions"** means these terms and conditions, which detail some of the terms and conditions on which we will accept your offer to enter into this Loan Agreement with us.

**"we"** means the entity specified as the Credit Provider in the Credit Schedule and **"us"** and **"our"** and similar parts of speech have corresponding meanings.

**"you"** means the person signing this Loan Agreement as borrower. If there are two borrowers, "you" means each borrower in your own right, and both borrowers jointly.

### 1.2 General interpretation

In this Loan:

- (a) the singular includes the plural and vice versa;
- (b) references to a document or agreement include all variations, novations or replacements;

- (c) references to any person include the person and any successors in title, assigns, transferees or executors of the person;
- (d) a reference to a person includes a natural person and a corporation;
- (e) a reference to "we", "us", "our" and other similar parts of speech with corresponding meanings includes any agents, managers, servicers or other persons we appoint from time to time in accordance with clause 16.2 to perform functions in respect of this Loan;
- (f) where any word or expression has a special meaning, any other part of speech or other grammatical form of that word or expression has a corresponding meaning; and
- (g) headings are for convenience only and do not affect interpretation.

### **1.3 Capacity of the Credit Provider**

In our absolute discretion, we may enter into this Loan in our own right, in our capacity as the trustee of any trust, or both.

### **1.4 Limit on our liability to you**

- (a) We are not liable to you for any loss or damage concerning a transaction under this Loan Agreement, unless caused by our fraud, willful default or gross negligence. This is subject to clause 16.5.
- (b) We may act according to a request, direction or information that you give or that we reasonably believe you give. We are not liable for any loss or damage if we do this.
- (c) If we enter into this agreement as trustee of a trust, your rights against us and our liabilities under this Loan Agreement are limited to the assets of the trust.

Unless the context otherwise requires, words defined in the Credit Legislation have the same meaning when used in this Loan.

Where the day on or by which any thing is to be done is not a Normal Working Day, that thing must be done on or by the next Normal Working Day.

## **2 CONDITIONS TO BE SATISFIED BEFORE THE FACILITY IS MADE AVAILABLE**

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We have the discretion to decide whether or not to accept your offer to enter into a Loan with us.

We will not accept your offer to enter into a Loan with us if you have not satisfied all of the following conditions:

- (a) you have signed the Offer to Borrow;
- (b) you have supplied us with all of the information we require to process the Loan, including but not limited to:
  - (1) the signed and completed Direct Debit Request Form;
  - (2) proof of your identity, to our satisfaction; and
  - (3) evidence of your financial position (as disclosed in your application), to our satisfaction.

We will also refuse to extend the Loan to you if we assess that the Loan is unsuitable for you.

If we refuse to lend, we will not be liable to you for any loss, damages or costs which you may incur or suffer as a result.

## **3 PURPOSE OF THE LOAN**

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You must use the Amount of Credit for the purpose or purposes specified in the Credit Schedule and for no other purpose.

## **4 INTEREST ON YOUR LOAN**

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### **4.1 The interest that applies to the Loan**

The Annual Percentage Rate that applies in relation to the Loan is specified in the Credit Schedule.

We divide the Annual Percentage Rate by 365 to get a daily percentage rate. We calculate interest charges on a daily basis by applying the applicable daily percentage rate to the Daily Balance on that day.

Interest accrues on the Amount of Credit from the date we approve your Loan.

For the first Repayment, interest is payable in arrears on the first Repayment Date for the period commencing on the date we approve your Loan and ending on the day before the first Repayment Date (including both of those days).

Other than for the first Repayment, interest is payable in arrears on each Repayment Date for the period commencing on the previous Repayment Date and

ending on the day before the Repayment Date (including both of those days).

We have used this methodology in calculating the amount of the Repayments disclosed in the Credit Schedule as at the Disclosure Date.

## **4.2 Interest on amount of a judgment**

To the extent permitted by law, if we obtain a judgment in our favour in respect of any amount you do not pay us under this Loan, interest charges will continue to be calculated on the overdue amount by applying the daily percentage rate (as specified under clause 4.1) to that amount on a daily basis from the due date until you pay us in full.

# **5 FEES AND CHARGES**

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## **5.1 Fees and charges you must pay**

The fees and charges that you must pay us under this Loan are the Credit Fees and Charges set out in the Credit Schedule.

You authorise us to charge the Credit Fees and Charges that you must pay under this Loan Agreement.

You must pay the Credit Fees and Charges in accordance with the Credit Schedule. The Credit Fees and Charges must be paid to us, or as we may direct in writing.

# **6 PAYMENTS INCLUDING REPAYMENTS**

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## **6.1 Making payments including Repayments**

You owe us and you must pay us the Balance and any other amounts payable by you under this Loan in accordance with this Loan Agreement.

You must pay us the Repayments set out in the Credit Schedule at the times specified in the Credit Schedule.

Where a Repayment is due on a day which is not a Normal Working Day:

- (a) we will process that Repayment on the next Normal Working Day; and
- (b) in this situation, you will not be charged interest in relation to the amount of that Repayment between the date when the Repayment is due and the Repayment is processed.

On the day the last Repayment is due, you must pay the Balance and all other amounts you owe us in respect of the Loan.

All payments you make under this Agreement including without limitation any Repayments or Credit Fees or Charges are to be made:

- (a) by Direct Debit from an Australian dollar denominated account at an Australian bank or financial institution designated by you (unless we agree in writing to some other method of payment);
- (b) in Australian dollars, and
- (c) to us or as we direct.

You may pay us in full or in part any amount you owe us under this Loan before the due date for payment.

## **6.2 When your payment is recognised**

We do not treat a payment as being made until we credit it to your Account.

We must credit your Account with a payment promptly after we receive that payment from you in cleared funds.

## **6.3 Application of payments**

Unless otherwise required by Law, we apply and payment we receive from you against your obligations under the Loan Agreement in the following order:

- (a) first, in payment of any outstanding Credit Fees and Charges then due payable
- (b) secondly, in payment of any interest that has become due and payable but which is unpaid; and;
- (c) thirdly, in reduction of the Balance then outstanding.

## **6.4 No set-off or counterclaim**

All payments made by you under this Loan must, to the extent permitted by Law, be free of any set-off or counterclaim.

# **7 WAIVING OUR RIGHTS**

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We can waive any of our rights under this Loan Agreement.



## **8 EARLY REPAYMENT AND PAYING OUT EARLY**

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You are entitled to pay us the outstanding Balance in full at any time prior to the final Repayment Date specified in the Credit Schedule.

## **9 DEFAULT**

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### **9.1 When you will be in default**

You will be in default under this Loan Agreement if:

- (a) you do not pay any amount payable under this Loan Agreement by its due date for payment;
- (b) you breach any material provision of this Loan Agreement;
- (c) you are in default under any other credit contract you have entered into with us;
- (d) we believe on reasonable grounds that we were induced by fraud to enter this Loan;
- (e) a judgment for an amount owing by you is obtained from a Court and not satisfied within 14 days; or
- (f) if there are two of you, and one of you enters into bankruptcy, dies or is jailed, and the other of you is unwilling or unable to meet the obligations under this Loan Agreement.

### **9.2 Effect of default**

If you are in default, then after giving any notice required by Law and waiting the required period:

- (a) we may make the Balance and any other amount payable by you under this Loan Agreement immediately due and payable;
- (b) exercise any and all of our rights under the Loan Agreement.

We do not need to give you any notice additional to any notice referred to above that the Balance or any other amount payable by you under this Loan Agreement is immediately due and payable.

### **9.3 Enforcement Expenses**

If you breach this Loan Agreement, you must pay us our reasonable Enforcement Expenses.

### **9.4 When you must pay Enforcement Expenses**

You must pay us all reasonable Enforcement Expenses we incur or expend in exercising our rights under this

Loan Agreement resulting from any default. We may debit these amounts to your Account at any time after we incur them.

## **10 PRIVACY**

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You agree to and accept the terms of the Privacy Declaration in respect of this Loan.

## **11 JOINT BORROWERS**

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If there is more than one of you, this Loan Agreement applies to, and legally binds each of you separately, and both of you together.

One of you can perform any right or make any request under this Loan Agreement. Any request or conduct will apply to both of you, even if one of you did not authorise the request or conduct.

We may disclose personal information about you to the other borrower in connection with this Loan Agreement.

## **12 CHANGES AND NOTICES**

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### **12.1 Changes**

We will not change any Credit Fees or Charges or the Annual Percentage Rate that applies to your Loan.

### **12.2 Notices**

- (a) We can give any information, notice or other document to you at the address you nominate to us or in any other way the Law allows.
- (b) To the extent permitted by Law, you consent to receiving any information, document or notice in relation to this Loan by electronic communication (including without limitation by email).
- (c) You acknowledge that:
  - (1) we may not give you a paper copy of the Loan Agreement (including these Terms and Conditions, the Credit Schedule and the 'Offer to Borrow' Page) or any other documents in relation to this Loan;
  - (2) you must regularly check your email account nominated to us for any information, documents or notices in relation to this Loan; and

- (3) you may withdraw your consent to the giving of information, documents or notices by electronic communication (including email) at any time.

## **13 LOAN FUNDING AND SECURITISATION ARRANGEMENTS**

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You agree that we may enter into arrangements with other parties who may assist us in funding our business or who may otherwise accept some risk in relation to the loans we provide. These may include 'securitisation' arrangements by which the benefits of the Loan may be assigned to those investors or may be the subject of a Security Interest given for the benefit of those investors.

## **14 GOVERNING LAW AND JURISDICTION**

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This Loan Agreement is subject to the Laws of the Australian State or Territory in which you reside at the time that this Loan Agreement is made (which is your address as specified in the Credit Schedule). You submit to the jurisdiction of the courts of the Australian State or Territory whose Laws apply to this Loan and the proper jurisdiction of any other court.

## **15 DISPUTE RESOLUTION**

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### **15.1 Contacting us**

If you have a compliment, inquiry or complaint that you wish to raise with us in relation to your Loan, you can contact us by:

- (a) calling us on 1300 275 669;
- (b) writing to us at PO Box 24314 Melbourne VIC 3001;
- (c) emailing us at [disputeresolution@nowfinance.com.au](mailto:disputeresolution@nowfinance.com.au); or
- (d) faxing us on (03) 8639 0906,

and informing us of the nature of the compliment, inquiry or complaint.

If you have special needs including limited literacy skills, please let us know and we will provide further assistance.

### **15.2 Our internal dispute resolution process**

We will promptly respond to all complaints we receive. However, we will prioritise complaints we consider to be urgent based on the consequences to you or any other reasonable criteria we consider appropriate from time to time.

We will endeavour to resolve your complaint on the spot. If this is not possible, we will:

- (a) acknowledge receipt of your complaint; and
- (b) tell you the name and contact details of the person who is investigating your complaint.

This will be done by sending you an email to your designated email address setting out the relevant details.

Sometimes we may require that you confirm that nature of a complaint with us in writing if we consider this to be appropriate in the circumstances.

We will then investigate the complaint in a timely manner and may ask you for further information before informing you of the results of our investigation.

### **15.3 Referral to external dispute resolution**

In the unlikely event that we cannot resolve a complaint to your satisfaction, you can lodge a dispute

- with the Australian Financial Complaints Authority (AFCA) at:  
Online: [www.afca.org.au](http://www.afca.org.au)  
Email: [info@afca.org.au](mailto:info@afca.org.au)  
Phone: 1800 931 678 (free call)  
Mail: GPO Box 3, Melbourne VIC 3001

The AFCA scheme provides a free independent industry specific external dispute resolution service.

## **16 GENERAL**

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### **16.1 Entire agreement**

- (a) This Loan Agreement sets out the entire agreement between you and us in relation to the Loan provided under this Loan Agreement. This Loan Agreement over-rides any prior representations made by us, any of our alliance partners, a contractor or provider of services or anyone else whether contained in information brochures, approval letters, disclosure statements or otherwise in relation to the Loan Agreement.

- (b) This clause 16.1 is subject to any rights you or we may have under any Law and to any later written agreement between you and us.

#### **16.2 Appointment of agents and others**

- (a) We may at any time appoint persons to act as our agent, manager, servicer, broker, aggregator, intermediary or in other any other capacity to perform similar or identical functions.
- (b) All exemptions or limits on liability and all indemnities under this Loan Agreement that apply to us, also apply to protect any agent, manager, servicer or other person appointed under clause 16.2(a) and their employees.

#### **16.3 Assignment**

- (a) We may assign our rights under this Loan Agreement without obtaining your consent.
- (b) You may not assign your rights under this Loan Agreement at any time without our prior written consent.
- (c) We may novate our rights and obligations under this Loan Agreement at any time to another party that is the holder of an Australian Credit Licence, and you consent to this.

#### **16.4 Consistency with Laws**

This Loan Agreement is to be read and interpreted as consistent with all Laws and if any provision of this Loan Agreement is invalid or unenforceable in whole or in part, the rest of this Loan Agreement will remain valid and enforceable.

#### **16.5 Credit Legislation**

- (a) This clause 16.5 applies only to the extent this Loan Agreement is regulated by the Credit Legislation.

- (b) This Loan Agreement does not:

- (1) exclude, modify or restrict any rights or duty given to, or imposed on, us or you under the Credit Legislation;
- (2) require you to perform an obligation that is prohibited by the Credit Legislation; or
- (3) give us any right which is prohibited by the Credit Legislation,

but if a term purports to have this effect, then the term is limited or severed to the extent it has that effect.

#### **16.6 PPSA**

- (a) You agree to:

- (1) note us as an 'interested party' or 'loss payee' in any insurance policy we are financing within the Amount of Credit; and
- (2) grant a Security Interest in respect of the insurance policy and its proceeds to us.

- (b) You acknowledge that this clause 16.6 constitutes a Security Agreement (as defined in the PPSA) for the purposes of the PPSA.

## 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, the AFCA 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 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 by calling 1800 931 678, emailing [info@afca.org.au](mailto:info@afca.org.au), online at [www.afca.org.au](http://www.afca.org.au) or by mail at 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 [www.asic.gov.au](http://www.asic.gov.au).

## **Insurance**

### **10 Do I have to take out insurance?**

Your credit provider can insist you take out or pay the cost of types of insurance specifically allowed by law. These are compulsory third party personal injury insurance, mortgage indemnity insurance or insurance over property covered by any mortgage. Otherwise, you can decide if you want to take out insurance or not. If you take out insurance, the credit provider cannot insist that you use any particular insurance company.

### **11 Will I get details of my insurance cover?**

Yes, if you have taken out insurance over mortgaged property or consumer credit insurance and the premium is financed by your credit provider. In that case the insurer must give you a copy of the policy within 14 days after the insurer has accepted the insurance proposal.

Also, if you acquire an interest in any such insurance policy which is taken out by your credit provider then, within 14 days of that happening, your credit provider must ensure you have a written notice of the particulars of that insurance.

You can always ask the insurer for details of your insurance contract. If you ask in writing, your insurer must give you a statement containing all the provisions of the contract.

### **12 If the insurer does not accept my proposal, will I be told?**

Yes, if the insurance was to be financed by the credit contract. The insurer will inform you if the proposal is rejected.

### **13 In that case, what happens to the premiums?**

Your credit provider must give you a refund or credit unless the insurance is to be arranged with another insurer.

### **14 What happens if my credit contract ends before any insurance contract over mortgaged property?**

You can end the insurance contract and get a proportionate rebate of any premium from the insurer.

## Mortgages

**15 If my contract says I have to give a mortgage, what does this mean?**

A mortgage means that you give your credit provider certain rights over any property you mortgage. If you default under your contract, you can lose that property and you might still owe money to the credit provider.

**16 Should I get a copy of my mortgage?**

Yes. It can be part of your credit contract or, if it is a separate document, you will be given a copy of the mortgage within 14 days after your mortgage is entered into.

However, you need not be given a copy if the credit provider has previously given you a copy of the mortgage document to keep.

**17 Is there anything that I am not allowed to do with the property I have mortgaged?**

The law says you cannot assign or dispose of the property unless you have your credit provider's, or the court's, permission. You must also look after the property. Read the mortgage document as well. It will usually have other terms and conditions about what you can or cannot do with the property.

**18 What can I do if I find that I cannot afford my repayments and there is a mortgage over property?**

See the answers to questions 22 and 23.

Otherwise you may -

- if the mortgaged property is goods - give the property back to your credit provider, together with a letter saying you want the credit provider to sell the property for you;
- sell the property, but only if your credit provider gives permission first;

OR

- give the property to someone who may then take over the repayments, but only if your credit provider gives permission first.

If your credit provider won't give permission, you can contact the AFCA scheme for help.

If you have a guarantor, talk to the guarantor who may be able to help you.

You should understand that you may owe money to your credit provider even after the mortgaged property is sold.

**19 Can my credit provider take or sell the mortgaged property?**

Yes, if you have not carried out all of your obligations under your contract.

**20 If my credit provider writes asking me where the mortgaged goods are, do I have to say where they are?**

Yes. You have 7 days after receiving your credit provider's request to tell your credit provider. If you do not have the goods you must give your credit provider all the information you have so they can be traced.

**21 When can my credit provider or its agent come into a residence to take possession of mortgaged goods?**

Your credit provider can only do so if it has the court's approval or the written consent of the occupier which is given after the occupier is informed in writing of the relevant section in the National Credit Code.

## **General**

**22 What do I do if I cannot 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 cannot 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 cannot 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 1800 931 678, [INFO@AFCA.ORG.AU](mailto:INFO@AFCA.ORG.AU), [WWW.AFCA.ORG.AU](http://WWW.AFCA.ORG.AU) or GPO BOX 3, MELBOURNE VIC 3001.

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

## Introduction

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This Privacy Declaration contains important information about our collection, use, storage and disclosure of personal information, which may (to the extent necessary to assess and service your Loan) include credit related information and health related information. By signing the 'Offer to Borrow' page, you agree to our collection, use, storage and disclosure of your personal information as set out in this Privacy Declaration clause. If you do not agree or do not provide some of the information requested, we may not be able to process or accept your application.

Some words and expressions used in this Privacy Declaration have special meanings. Those special meanings are in clause 1 of the Terms and Conditions of your Loan Agreement. When a word or expression is used with a special meaning (except "us", "our" and "we"), it begins with a capital letter.

This clause should be read with our Statement of Notifiable Matters, which is located on our website at [www.nowfinance.com.au/privacy](http://www.nowfinance.com.au/privacy)

## Collection of personal information

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The information about you which we may collect may include:

- information you provide us in your Loan application form;
- information you provide us in the course of your dealings with us, which may include health related information, for example, to assess a hardship request;
- information relating to this Loan and your use of this Loan; and
- a consumer credit report about you from a credit reporting agency.

We may record your interactions with us, including your telephone conversations with us and your use of our emails and website.

For the purpose of assessing your application for credit, we may also collect information about your commercial activities and commercial credit worthiness from a business which provides commercial credit worthiness information.

As well as collecting personal information from you directly (including from another joint borrower), we may collect personal information from public sources, information brokers, other credit providers, introducers and third parties such as those described in the 'Other disclosure of personal information' section below. Some of the personal information we collect from you is collected pursuant to the *National Consumer Credit Protection Act 2009* (Cth), the *Personal Property Securities Act 2009* (Cth) and the *Anti-Money Laundering and Counter-Terrorism Financing Act 2006* (Cth).

## Purposes for collecting personal information

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In addition to assessing your application and providing our products and services to you, we may, subject to

privacy laws, use or disclose personal information about you:

- to provide you with promotional information about financial and investment products and services on an ongoing basis, by any means including telephone, email and other electronic messages (we may also share your personal information with our related bodies corporate and joint promotion partners for this purpose);
- for the management of this Loan and administrative purposes including credit scoring, securitisation, portfolio analysis, research, planning, service development, security and risk management;
- to protect our lawful interests;
- where a third party acquires or wishes to acquire, or makes inquiries in relation to acquiring, an interest in all or part of our company, a related body corporate, or our business; and
- for the investigation and prevention of fraud and crime prevention and investigation.

If you do not wish your personal information to be used or disclosed for the promotional purposes described above, contact us at any time.

## Exchange of personal information with credit reporting agencies

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We may give information about you to a credit reporting agency for the following purposes:

- to obtain a credit report about you and/or
- allow the credit reporting agency to create or maintain a credit information file containing information about you.

This information may include, when permitted by law:

- permitted identification information;

- your application for credit - the fact that you have applied for credit and the amount and type of credit;
- the fact that we are a current credit provider to you;
- repayment history including any information about whether you have made repayments on time and whether your obligation to make those payments has been affected by a financial hardship arrangement;
- separate from repayment history, information about defaults (where overdue payments of \$150 or above are more than 60 days overdue (after giving you notice) in certain circumstances);
- where those default repayments are no longer overdue, or new payment arrangements have been agreed;
- our opinion you have committed a serious credit infringement (that is, acted fraudulently or shown an intention not to comply with your credit obligations);
- the dates on which this Loan starts and ends, your credit limit and certain terms and conditions relating to the Loan;
- information about court judgments against you;
- publicly available information relevant to your credit worthiness;
- information about new payment arrangements where your repayments are overdue;
- certain insolvency information from the National Personal Insolvency Index.

This information may be given before, during or after the provision of credit to you.

We may use credit reports obtained from credit reporting agencies to produce our own assessments and ratings in respect of your credit worthiness, which may also take into account information we obtain from you and other sources.

The credit reporting agencies we use may include:

1. **Equifax Australia**  
Website: <https://www.equifax.com/personal/credit-report-services/>  
Postal address: PO Box 964, North Sydney, NSW 2059
2. **Illion (formerly Dun and Bradstreet (Australia) Pty Ltd)**  
Website: [creditcheck.illion.com.au](http://creditcheck.illion.com.au)  
Postal address: PO Box 7405, St Kilda Road, Melbourne, VIC 3004

3. **Experian Australia Credit Services Pty Ltd**  
Website: [www.experian.com.au](http://www.experian.com.au)  
Postal address: PO Box 1969, North Sydney, NSW 2060

### **Exchange of personal information with other credit providers**

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We may exchange information about you with other credit providers, including any credit provider named in your application for credit and any credit provider named in a credit report we may obtain (now or in future) from a credit reporting agency.

The information which may be exchanged can include a banker's opinion and any other information about your credit worthiness, credit standing, credit history or credit capacity that credit providers are allowed to give or receive from each other under the Privacy Act or any other law.

The information may be exchanged for any of the following purposes:

- to assess an application by you for credit;
- to exchange information with other credit providers as to the status of your credit where you are in breach under any credit arrangement;
- to assess your credit worthiness at any time during or after the life of a credit arrangement;
- any other purpose permitted by law.

### **Exchange of personal information with introducers**

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We may exchange your personal information with anyone who introduces you to us, including any retailer, broker, financial advisor, lawyer or related aggregator or intermediary. This may include your application information and information about your credit status where relevant to the commercial arrangements between us and the introducer. Introducers may act on our behalf in processing your application for credit, and so may handle your personal information for those purposes in the same manner that we may as described in this Privacy Declaration.

### **Other disclosure of personal information**

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Subject to privacy laws, we may also share personal information with another borrower under a joint loan, related bodies corporate and with third parties with whom we have dealings in the usual course of carrying on our business. The types of third parties to whom we may disclose personal information includes:

- our agents, loan managers and related service providers who assist us in the management and administration of this Loan and your application;

- certain third parties who are involved in a transaction relating to your application for credit with us, such as motor vehicle or asset dealers from whom you have organised to purchase an asset using Loan proceeds;
- other service providers including organisations that provide archival, auditing, debt collection, banking, insurance, marketing, advertising, valuation, mailhouse, delivery, recruitment, customer contact, authentication, document management, technology, data processing, research, investigation, utility, professional advisory (legal, accounting, financial and business consulting), and security services;
- parties involved in loan securitisation arrangements;
- government bodies and registries including courts, tribunals and the Personal Property Securities Register;
- relevant dispute resolution schemes;
- your executor, administrator, trustee, guardian or attorney;
- your agents, such as financial or legal advisers; and
- your referees and past and present employers.

Some of the third parties to whom we may disclose personal information may be located in Belgium, Singapore, USA and other countries. We are required to comply with certain provisions of the Privacy Act to protect your privacy in relation to these transfers. While these third parties outside Australia will often be subject to privacy and confidentiality obligations, you acknowledge that they may not always comply with the particular requirements of Australian privacy laws.

### **Loan funding and securitisation arrangements**

From time to time we may enter into arrangements with other parties who may assist us in funding our business or who may otherwise accept some risk in relation to the loans we provide, and we may exchange personal information with those parties. These may include 'securitisation' arrangements such as those under which investors contribute to the funding of loans in return for a share of the income derived from those loans, and agreements by which the benefits of the Loan may be assigned to those investors or may be the

subject of a security interest given for the benefit of those investors.

Where performing a task that is reasonably necessary for purchasing, funding or managing, or processing an application for, this Loan, parties involved in securitisation arrangements may act in the same ways that we are authorised to act under this Privacy Declaration and the Privacy Act. They may also obtain a credit report about you from a credit reporting agency to assess the risk of entering into the securitisation arrangement.

### **Accessing and correcting your personal information**

To make a request to access or correct any personal information, including credit related personal information, we hold about you, please contact us. We may need to verify your identity. Please provide as much detail as you can about the particular information you seek, in order to help us locate it. We will provide our reasons if we deny any request for access to or correction of personal information. Where we decide not to make a requested correction to your personal information and you disagree, you may ask us to make a note of your requested correction with the information.

### **Further information**

If you have any questions, concerns or feedback about privacy, please contact our Privacy Officer by:

- writing to us at PO Box 24314 Melbourne VIC 3001;
- emailing [disputeresolution@nowfinance.com.au](mailto:disputeresolution@nowfinance.com.au); or
- faxing us at (03) 8639 0906.

We take your privacy concerns seriously. Where you express any concerns that we have interfered with your privacy, we will respond to let you know who will be handling your matter and when you can expect a further response.

Please contact us or visit [www.nowfinance.com.au/privacy](http://www.nowfinance.com.au/privacy) if you would like a copy of our privacy policy, which contains further details about how we handle personal information, and matters such as access, correction and complaint procedures, website privacy and your rights in respect of information held by credit reporting bodies.

# DIRECT DEBIT REQUEST FORM

NF Finco 2 Pty Ltd ACN 164 213 030

## Direct Debit Request

### Authority

By signing this document, I/we authorise NF Finco 2 Pty Ltd (ACN 164 213 030) (Debit User ID Number 455866,623248) (**Credit Provider**) to debit the account detailed below, through the Bulk Electronic Clearing System, with any amount I/we owe the Credit Provider when due under any agreement between me/us and the Credit Provider or any other amounts approved by me/us from time to time.

### Details of the Bank Account to be debited

Financial Institution Name: cba

Address: Chadstone Centre

Account Name: Sai P G Budigae

BSB Number:	0	6	3	-	4	6	4	Account Number:	1	0	8	7	8	4	9	8	
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Please note that not all financial institutions accommodate direct debit requests. If you are not sure, please contact your financial institution.

### Declaration

By signing this Direct Debit Request, I/we declare that:

- this Direct Debit Request authorises the Credit Provider to verify the account details with my/our financial institution and to instruct the specified financial institution to debit my/our account (as described in this Direct Debit Request and the Direct Debit Request Service Agreement);
- all information given to the Credit Provider is accurate and not misleading and I/we are aware that the Credit Provider is relying on the accuracy of the information I/we provided;
- I/we will not alter the direct debit arrangements (including closing or changing the account described above) set out in this Direct Debit Request without notifying the Credit Provider at least 14 days prior to the next direct debit due date; and
- the direct debit arrangements are governed by the terms and conditions of this Direct Debit Request and the Direct Debit Request Service Agreement.

### When signing this Direct Debit Request

- fill in all fields accurately;
- ensure that each required authorised signatory under your loan with us signs this Direct Debit Request or a copy of this form; and
- do not sign this form if there is anything that you do not understand.

Sai Budigae  
Authorised Signatory

Sai P G Budigae  
Print name

Dated 31/10/2022

# Direct Debit Request Service Agreement

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## 1. Your direct debit obligations

You must ensure that:

- (1) the financial institution specified in the Direct Debit Request Form accepts and acts upon direct debits for the account specified in that form (direct debiting through BECS may not be available on all accounts);
- (2) the account details specified in the Direct Debit Request Form are correct (for example, by comparing them with a recent statement from your financial institution);
- (3) there are sufficient clear funds available in the relevant account to meet each authorised direct debit on its due date; and
- (4) the Direct Debit Request Form is signed by the required signatories to the account specified.

If you are uncertain about these matters, you should check with your financial institution before signing the Direct Debit Request Form.

## 2. The terms of your direct debit arrangements

You agree that we may debit from the account specified in the Direct Debit Request Form:

- (1) any amounts you owe us under any agreement you have with us (including without limitation any repayments or fees or charges you owe us under any loan agreement you have with us); and
- (2) any other amounts you authorise us to debit from your account from time to time.

## 3. Variation of direct debit arrangements

- (a) If you wish to alter all or any part of the direct debit arrangements (for example, if you wish to defer a payment or change your nominated account details), you must give us at least 14 days' prior notice in writing.
- (b) If we wish to alter all or any part of the direct debit arrangements, we must give you at least 14 days' prior notice in writing.

## 4. Stopping direct debits

If you wish to stop any direct debit or cancel your direct debit arrangements, you should contact us. It may take us up to 14 days to process your request.

You can also contact your financial institution to stop an individual direct debit payment or cancel your direct debit arrangements with us.

If you stop a direct debit payment or cancel your direct debit arrangements with us, you must ensure that alternative payment arrangements acceptable to us are put in place to ensure that you satisfy any payment obligations you have to us.

## 5. Disputed direct debit payments

We have a customer claims process in place in case of disputed direct debit payments. You should contact us in the first instance if you have a complaint or notice a mistake in relation to your direct debit arrangements. You may also direct your complaint to your financial institution.

## 6. Scheduled debit days are not business days

If a direct debit is scheduled to be made from the account specified in the Direct Debit Request Form on a day other than a business day, that direct debit will be made on the next business day. If you are uncertain about when a direct debit will be processed, you should check with your financial institution.

A 'business day' is a day on which banks and financial institutions are generally open for business in Melbourne.

## 7. Dishonour by your financial institution

If a direct debit we attempt is dishonoured:

- (a) you must immediately arrange for the payment to be made to us by another method acceptable to us or arrange for sufficient clear funds to be in your nominated account promptly so that we can process the direct debit;
- (b) your financial institution may charge you a dishonour fee which you must pay promptly; and
- (c) your financial institution may also charge us a fee in respect of the dishonour which you must reimburse us for promptly.

## 8. Indemnity

You indemnify us against any losses, costs, damages and liabilities that we suffer as a result of you breaching your obligations under this agreement or you providing us with an invalid or non-binding Direct Debit Request Form (unless this occurs by mistake) including, without limitation, legal costs and expenses on a full indemnity basis. This indemnity is a continuing obligation, separate and independent from your other obligations and survives termination of this agreement. It is not necessary for us to incur expense or make payment before enforcing a right of indemnity conferred by this agreement. You must pay us any sum due under this clause fully without deduction or set-off (and irrespective of any counterclaim) whatsoever.

## 9. Confidentiality

We will keep details of the account specified in any Direct Debit Request Form confidential except where:

- a) required for the purposes of conducting direct debits with your nominated financial institution (for example, we may need to provide this information to a sponsor in connection with a claim made on it relating to an alleged incorrect or wrongful debit); or
- b) we receive your permission to release those details; or
- c) we are required to disclose such details by law.

### Our contact details

You can contact us by:

- calling 1300 275 669;
- writing to us at PO Box 24314 Melbourne VIC 3001;
- emailing [customerservice@nowfinance.com.au](mailto:customerservice@nowfinance.com.au); or
- faxing to (03) 8639 0906.