

## CREDIT GUIDE

### Welcome!

Your credit provider is Harmony Australia Limited (ABN 12 604 342 823) Australian Credit Licence number 474726. We are delighted that you have considered a Harmony loan.

This credit guide sets out a few things we need to tell you about your rights and our dispute resolution procedures and responsible lending obligations. You can contact us on 1300 042 766 if you have any questions.

### We will not make an unsuitable contract with you

We will not enter into a contract with you if it would be unsuitable for you. A contract will be unsuitable for you if:

- it does not meet your stated requirements and objectives; or
- it is unlikely that you will be able to meet your financial obligations under the contract without suffering substantial hardship.

### We will make an assessment

We must make an assessment that the contract is not unsuitable for you before we enter into a contract with you. To do this, we must make reasonable enquires about your financial situation and your requirements and objectives. We must take reasonable steps to verify your financial situation.

If you ask us to, we will give you a copy of our assessment before we enter into a contract with you. You can also ask us for a copy of our assessment within 7 years of the date the contract is made. We will not charge you a fee to obtain a copy of our assessment.

If your request is made within 2 years, we will provide a copy of our assessment within 7 business days after we receive your request. Otherwise, we will provide a copy of our assessment within 21 business days after we receive your request.

We are not required to provide you a copy of our assessment if we do not enter into a contract with you.

### Resolving disputes

We are committed to listening to our customers. If you are not satisfied with any aspect of our service, or your contract, we genuinely want to hear from you. We will do everything we can to rectify your problem promptly. Our contact details are set out below.

If you are writing to us don't forget to include your contract details, contact information and details about your concerns.

Our internal dispute resolution team will investigate the issues and work towards a resolution. Wherever possible, our aim is to resolve your concern within 14 business days.

## Contacting us

You can contact us at:

### **Harmoney Australia Limited**

Level 12, 1 Pacific Highway North Sydney NSW 2065

Telephone: 1300 042 766

Website: [www.harmony.com.au](http://www.harmony.com.au)

If we do not resolve your concern to your satisfaction, you can seek assistance from the Credit and Investments Ombudsman (CIO). The CIO is an impartial, independent and free external dispute resolution service that assists individual customers. CIO can be contacted on 1800 138 422 or at PO Box A252, Sydney South, NSW 1235. [www.cio.org.au](http://www.cio.org.au)

## 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 us, your credit provider. It does not state the terms and conditions of your contract.

If you have any concerns about your contract, contact us and, if you still have concerns, contact our external dispute resolution scheme, or get legal advice.

### The contract

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

We must give you a pre-contractual statement containing certain information about your contract. The pre-contractual 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 us, you must be given a copy to keep. Also, we must give you a copy of the final contract within 14 days after it is made. This rule does not, however, apply if we have previously given you a copy of the contract document to keep.

If you want another copy of your contract, write to us and ask for one. We may charge you a fee. We must 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 us 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 us 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 us 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 payout figure?**

You can write to us 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. We must give you the statement within 7 days after you give your request to us. 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 us 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 us,

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 us to see if we can come to some arrangement.

If that is not successful, you may contact our external dispute resolution scheme. External dispute resolution is a free service established to provide you with an independent mechanism to resolve specific complaints. Our external dispute resolution provider is Credit and Investment Ombudsman which can be contacted on 1800 138422, or [www.cio.org.au](http://www.cio.org.au) or by mail at PO Box A252 Sydney South NSW 1235.

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).

**General**

**10. What do I do if I cannot make a repayment?**

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

for example —

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

**11. What if my credit provider and I cannot agree on a suitable arrangement?**

If we refuse your request to change the repayments, you can ask us to review this decision if you think it is wrong. If we still refuse your request you can complain to the external dispute resolution scheme that we belong to. Further details about this scheme are set out below in question 13.

**12. 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 our external dispute resolution scheme or ASIC, or get legal advice.

**13. Do I have any other rights and obligations?**

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

IF YOU HAVE ANY COMPLAINTS ABOUT YOUR CREDIT CONTRACT, OR WANT MORE INFORMATION, CONTACT US. YOU MUST ATTEMPT TO RESOLVE YOUR COMPLAINT WITH US BEFORE CONTACTING OUR EXTERNAL DISPUTE RESOLUTION SCHEME. IF YOU HAVE A COMPLAINT WHICH REMAINS UNRESOLVED AFTER SPEAKING TO US YOU CAN CONTACT OUR EXTERNAL DISPUTE RESOLUTION SCHEME OR GET LEGAL ADVICE. EXTERNAL DISPUTE RESOLUTION IS A FREE SERVICE ESTABLISHED TO PROVIDE YOU WITH AN INDEPENDENT MECHANISM TO RESOLVE SPECIFIC COMPLAINTS. OUR EXTERNAL DISPUTE RESOLUTION PROVIDER IS CREDIT AND INVESTMENTS OMBUDSMAN WHICH CAN BE CONTACTED ON 1800 138 422, OR [WWW.CIO.ORG.AU](http://WWW.CIO.ORG.AU) OR BY MAIL AT PO BOX A252, SYDNEY, SOUTH NSW, 1235.

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

## HARMONEY AUSTRALIA LIMITED

ABN 12 604 342 823

AUSTRALIAN CREDIT LICENCE NUMBER 474726

LEVEL 12, 1 PACIFIC HIGHWAY, NORTH SYDNEY NSW 2060

### Loan Agreement General Terms

This document does not contain all the contract terms or all of the information we are required by law to give you before the contract is formed. Further terms and conditions are in your Loan Agreement Details (Details). These Loan Agreement General Terms and the Details make up the contract (**Loan Agreement**). They should be read together. The Loan Agreement only becomes binding on us when we have accepted your offer to borrow from us.

The meaning of words in this document that are capitalised is set out in clause 26 of these General Terms (before the Information Statement and the Credit Guide).

- 1. Parties:** The parties to this Loan Agreement are:
  - a. each Customer as shown in the Details (you, the Customer); and
  - b. Harmony Australia Limited (Harmony or we, us or our).
- 2. Effective date:** This Loan Agreement commences on the date on which we accept your offer to borrow the Loan Amount from us.
- 3. Multiple Customers:** When there is more than one Customer who is a party to this Loan Agreement:
  - a. all Customers are jointly liable to us;
  - b. each Customer is individually liable to us;
  - c. each of you give us your consent to disclose your personal information to each other Customer, in accordance with the Privacy Act;
  - d. Harmony can accept instructions from any of you (without reference to the other(s)) in respect of your rights and obligations under this Loan Agreement;
  - e. any of you can agree to amendments to this Loan Agreement on behalf of each other Customer; and
  - f. disclosures and notifications we are required to give you in connection with the Loan Agreement will be provided to each of you.
- 4. Loan:** You authorise us to establish a Loan Account in your name and to debit to it each part of the Loan Amount on the date we lend it to you, and any amount which you must pay under this Loan Agreement on or after the date it becomes due without first notifying you. Harmony agrees to advance the Loan Amount specified in the Details to you for the term specified in the Details, provided:
  - a. we have received all documents and information we require, (including giving us a Direct Debit Authority), in a form that is satisfactory to us;
  - b. you have complied with any other conditions that we have reasonably requested that you satisfy;
  - c. you are not in default under this Loan Agreement (for example you have paid all relevant fees and charges and have not given us any misleading financial or other information);
  - d. nothing has happened since your Loan Application which has led or could

- lead to a worsening in
- i. your financial circumstances
  - ii. your ability to comply with any of your obligations under this Loan Agreement; and
- e. the Settlement Date occurs within 14 days of the Disclosure Date.
- 5. Loan payment:** On the Settlement Date except to the extent that the Details indicate the Loan amount is to be paid to others, we will pay the Loan Amount to you or as directed by you or your agent.
- 6. Loan term:** The term of the Loan Agreement begins on the Settlement Date and continues for the period of time specified in the Details.
- 7. Interest charges:** You must pay us interest charges for each day on the Balance Owing on your Loan Account for the end of that day. Interest charges are calculated daily by applying the daily rate to the Balance Owing on your Loan Account. The daily rate is the Annual Percentage Rate divided by 365 (or 366 in a leap year). Interest charges accrue daily from and including the Settlement Date. They are debited to your Loan Account monthly (starting in the month following the month that the Settlement Date falls) and on the last day of the term of the Loan Agreement. Interest charges for each month will be debited on the same day of the relevant month as the Settlement Date, or on the last Business Day of the relevant month if that is earlier or the relevant month has no corresponding day.
- 8. Repayments:** You must repay us the Loan Amount, pay us interest charges, and any other amounts payable to us under this Loan Agreement.
- 9. Repayment provisions:**
- a. You must make each repayment under this Loan Agreement:
    - i. in the amount and in the frequency set out in the Details, unless we agree otherwise; and
    - ii. in cleared funds and in full, without any set-off, deduction, counterclaim or withholding, except as may be required by law (and we will not treat any repayment as made to the Loan Account until it is cleared).
  - b. Unless otherwise agreed, repayments must be made by direct debit from the Nominated Account by no later than the day they are due.
  - c. You authorise us to establish a direct debit against the Nominated Account on the terms set out in the Direct Debit Authority in relation to any amount payable by you to us under this Loan Agreement. We will have the right to adjust debits to your Loan Account for the purposes of correcting any errors to any amount debited from your Nominated Account.
  - d. You must not cancel any Direct Debit Authorisation you give us or close the Nominated Account unless you first notify us of another direct debit authorisation acceptable to us.
  - e. You must ensure there is enough money in the Nominated Account to meet each debit.
  - f. We may assign any date we consider appropriate to a debit or a credit to the Loan Account. However, for a debit that date will not be earlier than the date on which the debit occurs. We will credit payments to the Loan Account as soon as practicable after we actually receive them. This is not necessarily the same day that you pay.
  - g. We may subsequently adjust debits and credits to Balance Owing on your

Loan Account so as to accurately reflect the legal obligations of you and us (for example, because of an error or because a debit to your Nominated Account is reversed). If we do this, we may make consequential changes (including to interest charges).

Unless otherwise specifically provided, we may use any repayment we receive (or any part of it) in connection with this Loan Agreement to reduce the Balance Outstanding on your Loan Account in any order we choose. Unless otherwise specifically provided, we may use any repayment we receive (or any part of it) in connection with this Loan Agreement to reduce the Balance Outstanding on your Loan Account in any order we choose.

#### **10. Other costs and charges**

- a. You must pay us all Fees and Charges in the circumstances set out in the Details and any new fee or charge notified to you.
- b. You must pay us an amount equal to any government charges and duties on receipts and withdrawals under this Loan Agreement, (if any) calculated in accordance with the relevant legislation.
- c. When we ask, you must pay us any reasonable enforcement expenses we reasonably incur in enforcing this Loan Agreement.
- d. Words or expressions used in this clause 10(d) that are defined in A New Tax System (Goods and Services Tax) Act 1999 (GST Act) have the same meaning given to them in that Act. If we are liable to pay goods and services tax (GST) or any similar tax on a supply (as defined on the GST Act) made in connection with this Loan Agreement, you must pay us an additional amount equal to the consideration payable for the supply multiplied by the prevailing GST rate. This clause does not merge on completion and will continue to apply after expiration or termination of this Loan Agreement.
- e. You authorise us to debit any of these amounts to your Loan Account.

#### **11. Early repayment option:** You can:

- a. repay the Total Amount Owing at any time before it is due. We will, on request, provide you with written confirmation of a payout figure for this purpose. There is no fee or charge for paying the Total Amount Owing before it is due;
- b. repay any portion of the Balance Owing on your Loan Account before it is due. If you repay only part of the Loan Amount early, your repayment amount does not change (but it may mean that you repay the Loan Amount more quickly). You must continue to make the repayments in the amounts and at the times set out in the Details, until the Total Amount Owing is paid.

#### **12. Collection and enforcement**

- a. In carrying out collections services we will:
  - i. monitor all repayment obligations under this Loan Agreement;
  - ii. take appropriate steps to contact you for repayment arrears; and
  - iii. take appropriate recovery action if there is a repayment default including recovery from you of our reasonable enforcement expenses.

#### **13. Default**

- a. You will be in Default of this Loan Agreement if you:
  - i. do not pay any money due under this Loan Agreement on the due date (this includes if our Direct Debit Authority is subsequently



- reversed by the paying institution);
  - ii. cancel our Direct Debit Authority and at or before the cancellation you do not give us a replacement Direct Debit Authority;
  - iii. become insolvent or steps are taken to have you declared bankrupt;
  - iv. do something you agree not to do or you do not do something you agree to do; or
  - v. have provided us with incorrect, misleading or fraudulent information (including in connection with your Loan Application).
- b. If you are in Default, we will send you a Notice of Default requesting that you correct the Default.
  - c. If you do not, or cannot, correct the Default within the grace period given in the Notice of Default or required by law (or if you are in Default again for a similar reason at the end of that period), then, at the end of that period and without further notice to you, the Total Amount Owing becomes immediately due for payment (to the extent that it is not already due for payment).
  - d. If a scheduled repayment or any other amount due under this Loan Agreement is dishonoured on the due date, including because you do not have sufficient funds in your Nominated Account, you must pay us a dishonour fee of \$15.00 each time the payment is unable to be processed. The dishonour fee is payable immediately. We will give you notice before debiting the dishonour fee to your Loan Account
  - e. If the National Credit Code applies to this Loan Agreement, we must give you written notice in accordance with the National Credit Code before we take any enforcement action in relation to this Loan Agreement.

**14. No Agency**

No agent or representative who promotes our services is authorised to act as our agent to agree or negotiate or change any term of this Loan Agreement or to make any warranties or representations about it, oral or otherwise.

**15. Authority to complete and amend errors**

You authorise us to complete any blanks (such as acknowledgement) or correct any errors in this Loan Agreement (including inserting dates and Loan references) that are clearly incorrect and the amendment of which would not have a detrimental effect on your liabilities or materially affect your obligations under this Loan Agreement.

**16. Harmony's liability**

- a. Harmony enters into this Loan Agreement in the capacity as a trustee of a trust. Our liability to you is limited to the assets of that trust which are available to us to enable us to satisfy that liability. This limitation does not apply to the rights which you may have:
  - i. pursuant to the National Credit Code; or
  - ii. pursuant any provision inserted into this Agreement in order to satisfy the requirements of that National Credit Code,and does not seek to avoid or modify the effect of the National Credit Code. Subject to this clause, Harmony is not liable to you or any other person for any consequential loss arising out of or in connection with this Agreement. Harmony is not liable for loss caused by the exercise or attempted exercise or failure to exercise, or delay in exercising, a right or remedy.

## **17. Changes to terms**

- a. Subject to any clause to the contrary in this Loan Agreement, (including without limitation clauses 17(b) and 18 of these General Terms) we may change any terms of this Loan Agreement without your consent for one or more of the following reasons:
  - i. to comply with any change or anticipated changes in any relevant law, code of practice or guidance;
  - ii. to reflect any decision of a court, ombudsman or regulator;
  - iii. to reflect a change in our systems or procedures, including for security reasons;
  - iv. as a result of changed circumstances (including by adding benefits or new features);
  - v. to respond proportionately to changes in the cost of providing the loan; or
  - vi. to make the terms of the Loan Agreement clearer.
- b. We will not make a change to any term of this Loan Agreement if any applicable law (such as the NCCPA) prohibits that change.
- c. If we make changes to this Loan Agreement at any time, we will give you not less than 20 days notice.
- d. We must notify you of any change before it takes place. Any changes made in accordance with clause 17 (a) and 17 (b) shall only take effect after the expiry of the notice period.
- e. Where the National Credit Code applies, all changes to this Agreement will be made in accordance with the National Credit Code.

## **18. Changes to interest**

We will not change the Annual Percentage Rate which is fixed for the term of this Loan Agreement.

## **19. Notices**

- a. You must provide all notices to Harmony in writing by email to [customerservice@harmony.com.au](mailto:customerservice@harmony.com.au).
- b. We may provide you with communications in relation to this Agreement and the Loan, including notices (excluding Notices that cannot be sent electronically) and disclosures, by electronic means (including by email). Every electronic communication to you will be treated as provided to you on the day on which it is emailed to you or otherwise sent to you by electronic communication (within the meaning of the Electronic Transactions Act 1999 (Cth)).
- c. In respect of any disclosure statements to be provided to you under the NCCPA:
  - i. You nominate the email address specified in the Loan Application (or such other email address as you may notify to us) as the information system to which any NCCPA disclosure statements or other communications may be sent. Any such disclosure statement may be provided to you by sending you an electronic communication that allows the disclosure statement to be accessed from our Website or by means of the Internet, and
  - ii. Without limiting clause 19(c)(i), you further agree that any disclosure

statement that the NCCPA requires to be provided to you may be disclosed to you by notifying you that you are able to access the relevant information on the Website.

**20. Statement of Account**

We will provide you with a Statement of Account every twelve months until there is no balance owing.

**21. Privacy (including consents)**

By applying for the Loan, you agree to provide us certain consents in relation to your personal information. This clause sets out

- a. important information about your consents and how Harmony collects, uses, discloses and manages your personal information. For more details on how we manage your personal information, including your credit information and credit eligibility information please view our “Privacy Policy and Credit Reporting Policy” on our website [www.harmony.com.au](http://www.harmony.com.au) and click on ‘Privacy Policy’.
- b. Harmony is required to comply with the Privacy Act and the Privacy (Credit Reporting) Code (2014 version 1.2) when it collects, uses, discloses and manages your personal information,
- c. Harmony usually collects your personal information for the purposes set out below, and, to the extent permitted by law, you hereby consent to Harmony using and disclosing your personal information for these purposes:
  - i. assessing and processing an existing or future application(s) for consumer credit and, where applicable, insurance products, managing your Loan account or other services, responding to your questions and performing our obligations in relation to credit and insurance products provided to you;
  - ii. either Harmony, any relevant insurer, or any other service provider appointed by us contacting you about special offers or promotions;
  - iii. protecting Harmony and our assets (including against fraud) and selling our assets (including by assigning any debts);
  - iv. enforcing our rights (including undertaking debt collection) in relation to credit provided to you;
  - v. managing, changing and improving our systems and processes; and
  - vi. complying with laws. Harmony may be required under various Australian laws to collect your personal information, or to comply with other obligations under those laws. These laws include the Anti-Money Laundering and Counter-Terrorism Financing Act and other anti-money laundering legislation (for example, for identity verification), the National Consumer Credit Protection Act (for example, for responsible lending), the Financial Sector (Collection of Data) Act, the Corporations Act (Cth) and other regulatory legislation (for example, requiring us to maintain client and transaction records, to provide information relating to your Loan to government authorities including where applicable to APRA, and to make reports and provide other information to regulators such as ASIC) and the Taxation Administration Act, the Income Tax Assessment Act and other taxation laws (for example, to comply with information requests issued by the Commissioner of

Taxation).

- d. We will usually collect your personal information direct from you. But we may sometimes collect personal information about you from third parties for the purposes described above where it is unreasonable or impracticable to collect it directly from you. These third parties include other credit providers; insurers (such as insurers who provide insurance in relation to your credit where applicable); any of your employers, former employers, referees, banks, landlords, accountants, lawyers and financial advisers; service providers to us (including debt collection agencies, introducers, private investigators, professional advisers), professional organisations, internet sources, public and subscriber only databases, and government authorities. The circumstances in which we may seek your personal information from third parties would include, for example, where we need information from a third party to assist us to deal with any application or request made by you (such as to verify information you have provided or to assess your circumstances) or to assist us to locate you or communicate with you.
- e. If you do not provide us the personal information that we require we may not be able to approve your Loan application or a related product, or deal with future requests or queries from you in connection with credit we provide.
- f. You agree that we can disclose your personal information (including, our credit information and credit eligibility information where permitted under the Privacy Act) for the purposes described above to:
  - i. any of our related bodies corporate; our assignees or potential assignees; Investors, third party service providers, any other supplier appointed by us, credit reporting bodies or any business providing information about commercial credit worthiness; other credit providers; insurers (such as insurers who provide insurance in relation to your credit); your assignees or proposed assignees; debt collection agencies; direct debit companies that manage your scheduled repayments and one off payments, our banks and financial advisers; our lawyers, accountants and other professional advisers; any suppliers or contractors to us whom may need to have access to your personal information for the purpose of providing services to us or you (including, without limitation, valuers, physical and electronic file storage suppliers, receivables management suppliers and data warehouses); any person specifically authorised by you in writing; and
  - ii. We may disclose your personal information to overseas recipients. Some of the organisations to whom we may disclose your personal information (including your credit information or credit eligibility information) will be located overseas and may not have an Australian link. The countries in which overseas recipients are likely to be located currently include India, Fiji, Canada, the United States, New Zealand and the UK (for an updated list of countries, please see our Privacy Policy and Credit Reporting Policy available on our website). You acknowledge that by consenting to us disclosing your personal information to overseas recipients, Australian Privacy Principle (“APP”) 8.1 will not apply to the disclosure (which means that we will not be obliged

under the Privacy Act to take reasonable steps to ensure that an overseas recipient does not breach the APPs and we may not be liable under the Privacy Act if the recipient does not act consistently with the APPs, does not have Privacy Laws similar to Australia, may not be subject to any privacy obligations or to any principles similar to the APPs, or is subject to a foreign law that could compel the disclosure of personal information to a third party such as an overseas authority. By applying for the Loan, you are consenting to disclosure of your Personal Information to overseas recipients, and agree that you will not be able to seek redress either under the Privacy Act or in the overseas jurisdiction.

iii. Important information about credit reporting

Our website [www.harmony.com.au](http://www.harmony.com.au) (select 'Privacy Policy') contains important information about credit reporting, including the credit reporting bodies that we deal with, credit information that we may give them about you (such as about defaults and serious credit infringements) and details regarding how those credit reporting bodies use and disclose that information to credit providers and their policies about managing the information. You have important rights regarding access, correction and complaints relating to your credit reporting information, as well as certain rights to prevent its use for direct marketing or where you have been a victim of fraud. You will also find details about these rights on the same page. You can also ask us to provide you with a copy of this important information.

- g. You agree that we can disclose your name, residential address and date of birth to a credit reporting body so that the credit reporting body can provide an assessment to us of whether the information provided by you matches (in whole or in part) the information in the credit reporting body's possession or control (which may include personal information held by the credit reporting body about you or other individuals). This will be done for the purpose of verifying your identity as required under Australia's anti-money laundering and counter-terrorism laws where applicable. If you would prefer us to use another form of verification, such as your passport or driver's licence, you must notify us and provide us with any information that we request.

**h. Marketing products and services to you**

You agree to us using and disclosing your personal information (including your telephone number, regardless of whether it is listed on the Do Not Call Register and your email or other electronic addresses) to provide you with information about our other products and services and the products and services offered by our dealers, insurers (such as insurers who provide credit-related insurance), our related companies or suppliers. This includes, without limitation, communicating with you via emails, text messages or other electronic messages (without an unsubscribe facility where permitted by law. This agreement operates indefinitely. However, you can tell us that you no longer wish us to use or disclose your personal information for these purposes by contacting us on 1800 042 766.

**i. Accessing and correcting your personal information**

You have rights to request access to and correction of personal information that we hold about you (including credit information and credit eligibility information). For details about how you can make such request please see Our Privacy Policy and Credit Reporting Policy.

- j. We always try to deal with your personal information consistently with our privacy obligations and we are committed to resolving any issues that you may wish to raise. Our Privacy and Credit Reporting Policy contains details about how you can make a complaint if you think there has been a breach of the Privacy Act or the Credit Reporting Privacy Code and how we will deal with such a complaint.

**22. Severability**

If:

- a. the National Credit Code (“Code”) or any other law would otherwise make a provision of this Loan Agreement illegal, void or unenforceable in any jurisdiction; or
- b. a provision of this Loan Agreement would otherwise contravene a requirement of the Code or impose an obligation or liability which is prohibited by the Code or any other law,

this Loan Agreement is to be read as if that provision were varied to the extent necessary to comply with the Code or that other law or, if necessary, omitted, without affecting the continued operation of the rest of this Loan Agreement in that jurisdiction or any other jurisdiction

**23. Assignment**

- a. You may not transfer or assign any of your rights or obligations under this Loan Agreement to any person without our prior written consent (which consent may be withheld at our absolute discretion).
- b. At law we may, without giving you notice, sell, assign, novate or otherwise dispose of or deal with our interest under this Loan Agreement. To the extent that it applies, you will continue to have rights against the assignee under the National Credit Code, and the person to whom we assign has no greater rights than us. You agree that we may disclose any information (including personal information about you) or documents we consider reasonably necessary for us to exercise this right. You also agree that we may disclose information (including personal information about you) or documents at any time to a person to whom we assign our rights under this Loan Agreement.

**24. Governing Law**

This Loan Agreement is governed by the laws of New South Wales. The parties submit to the non-exclusive jurisdiction of the courts of New South Wales in respect of all matters relating to this Loan Agreement and the Loan.

**25. Dispute Resolution**

If you have any concerns in relation to your Loan, you can contact us on 1800 042 766. We will use our best endeavours to resolve any issues you have. If you are dissatisfied with the outcome of your concern at Internal Dispute Resolution level, you may refer your concerns relating to this Agreement to the Credit & Investment Ombudsman (CIO).

Harmony is a member of CIO. CIO is a free and independent dispute resolution



service that assists individual customers. CIO can be contacted on 1800 138 422 or at PO Box A252, Sydney South, NSW 1235.

**26. Waiver**

A right created under this Agreement, may not be waived except in writing signed by the party or parties to be bound.

**27. Definitions: In this Agreement:**

**Annual Percentage Rate** means the Annual Percentage Rate in the Details.

**Business Day** means a day other than a Saturday, Sunday, or statutory public holiday in New South Wales, Australia.

**Balance Owing** on your Loan Account means at any time, the difference between all amounts credited and all amounts debited to your Loan Account at any time. When this amount is to be calculated for the end of a day, it includes all debits and credits assigned to that day.

**Customer** means each Customer as specified in the Details.

**Default** means the occurrence of one or more events or circumstances described in clause 13 of these General Terms.

**Details** means the document titled Loan Agreement Details we provided to you.

**Direct Debit Authority** means an authority authorising us to debit your Nominated Account, in a form specified by us from time to time.

**Fees and Charges** means any fee or charge specified in the Details and any new fee or charge we notify to you.

**General Terms** means the terms set out in this Loan Agreement.

**Loan** means the loan facility described in the Details, provided to you under this Loan Agreement.

**Loan Amount** means the total amount of credit provided to you under this Loan Agreement, as set out in the Details.

**Loan Account** means an account we establish in your name for recording all transactions in connection with the Loan.

**Loan Application** means the application you made for the Loan on the Website.

**National Credit Code** means Schedule 1 of the National Consumer Credit Protection Act 2009.

**NCCPA** means the National Consumer Credit Protection Act 2009, the National

Consumer Credit Protection Regulations 2010 and the National Credit Code.

**Notice of Default** means a notice to you setting out why you are in Default and the date by which you must correct the Default.

**Privacy Act** means the Privacy Act 1988 (Cth) and any legally bind codes or guidance made under that Act. Settlement Date in r means the date that we first disburse all or any part of the Loan Amount.

**Settlement Date** means the date that we first disburse all or any part of the Loan Amount.

**Statement of Account** has the same meaning as in the National Credit Code.

**Total Amount Owing** means, at any time, the Balance Owing on your Loan Account that time, plus all accrued interest charges and Fees and Charges and other amounts which you must pay under this Loan Agreement but which have not been debited to your Loan Account at that time.

**Website** means the website at [www.harmony.com.au](http://www.harmony.com.au), or such other website as we may from time to time notify to you.

**You or your** means the person or persons named in the Details as the Customer. If there is more than one, you means each of them separately and every two or more of them jointly.

**You** includes your successors and assigns.

**We, us or our** means Harmony Australia Limited and includes our successors and assigns.

**28. Interpretation:** In this Loan Agreement:

- a. headings are inserted for ease of reference only, and do not affect the interpretation of this agreement;
- b. including or **such as** or **for example** when introducing an example, does not limit the meaning of the words to which the example relates to that example or examples of a similar kind;
- c. references to the singular include the plural, and vice versa;
- d. references to anything includes the whole and each part of it;
- e. references to a person include an individual, a firm, a company, a body corporate, partnership, firm, joint venture, association, trust, an unincorporated association, governmental or other regulatory body, or an authority or entity, in each case whether or not having a separate legal identity;
- f. reference to any party includes its permitted assignee or transferee;
- g. reference to the “liability” of a person include references to its liability under any cause of action, whether in contract, tort, or equity or under any enactment;
- h. reference to a document includes any variation or replacement of it; any



document (however described) are references to that document as modified, novated, supplemented, varied or replaced from time to time and in any form, whether on paper or in an electronic form; and

- i. “law” means common law, principles of equity and laws made by Parliament (and includes regulations and other instruments under laws made by Parliament and consolidations, amendments, re-enactments or replacements of any of them).