Harmoney Australia Pty Ltd
ABN 12 604 342 823
Level 17, Angel Place, 123
Pitt Street, Sydney, NSW,
2000, Australia

CREDIT GUIDE

Welcome!

Your credit provider is Harmoney Australia Pty Ltd (ABN 12 604 342 823) Australian Credit Licence number 474726. We are delighted that you have considered a Harmoney 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 enquiries 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 Pty Ltd
Level 17, Angel Place,
123 Pitt Street,
Sydney NSW 2000
Telephone: 1300 042 766
Website: www.harmoney.com.au

If we do not resolve your concern to your satisfaction, you can seek assistance from Australian Financial Complaints Authority (AFCA). AFCA is an impartial, independent and free external dispute resolution service that assists individual customers. They can be contacted on 1800 931 678 or info@afca.org.au.

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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 the AFCA 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 pay out 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; or
- 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?

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Yes. You should first talk to us. 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 on 1800 931 678, at info@afca.org.au, www.afca.org.au or 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.

Insurance

10. Do I have to take out insurance?

We 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, we 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 us. 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 us then, within 14 days of that happening, we 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.

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13. In that case, what happens to the premiums?

We 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 us 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 us.

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 we have 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 can not assign or dispose of the property unless you have our, 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 can not do with the property.

18. What can I do if I find that I can not 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 us, together with a letter saying you want us to sell the property for you;
- sell the property, but only if we give permission first;

  OR
- give the property to someone who may then take over the repayments, but only if we give

permission first.

If we 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 us 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 our request to tell us. If you do not have the goods you must give us 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?

We 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 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.

23. 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 AFCA scheme. Further details about this scheme are set out below in question 13.

24. Can my credit provider take action against me?

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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 US. YOU MUST ATTEMPT TO RESOLVE YOUR COMPLAINT WITH US BEFORE CONTACTING THE AFCA SCHEME. IF YOU HAVE A COMPLAINT WHICH REMAINS UNRESOLVED AFTER SPEAKING TO US 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 ON 1800 931 678, AT INFO@AFCA.ORG.AU, WWW.AFCA.ORG.AU AND AT GPO BOX 3, MELBOURNE VIC 3001.

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

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HARMONEY AUSTRALIA PTY LTD

ABN 12 604 342 823

AUSTRALIAN CREDIT LICENCE NUMBER 474726

Level 17, Angel Place, 123 Pitt Street, Sydney, Sydney NSW, 2000.

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Loan Agreement General Terms

This document does not contain all the terms of your Loan Agreement and, if your loan is regulated under the National Credit Code, all of the information we are required by law to give you before the Loan Agreement is made. Further terms and information are in the Details. Together, the Details and these General Terms form the Loan Agreement. The Loan Agreement only becomes binding on us when we have accepted your offer to borrow from us. If you subsequently grant us a Security Interest over property to secure your obligations under this Loan Agreement, by executing a Security Schedule, that Security Schedule, and the terms in this Loan Agreement relating to Security Interests and Secured Property, will together form a Security Agreement between you and us.

The meaning of capitalised words in this document are set out in clause 33 below.

1. Parties

The parties to this Loan Agreement are:

a. each Customer as shown in the Details; and

b. Harmoney Australia Pty Ltd.

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 gives us your consent to disclose your personal information to the other Customer, in accordance with the Privacy Act;

d. we can accept instructions from either of you, without reference to the other Customer, in respect of both of your rights and obligations under this Loan Agreement;
e. either of you can agree to amendments to this Loan Agreement on behalf of the other Customer; and
f. disclosures and notifications that 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. We agree to advance the Loan Amount to you for the term specified in the Details, provided:

a. we have received all documents and information we require (including you having given 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, or 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 your financial circumstances, or 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 Secured Annual Percentage Rate or the Unsecured Annual Percentage Rate (as applicable, in accordance with clauses 8 and 9 below) 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 calendar 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 fell, or on the last Business Day of the relevant month if that is earlier or the relevant month has no corresponding day.

8. If you have applied for an Unsecured Loan

If you have applied for an Unsecured Loan:

a. the Unsecured Annual Percentage Rate will be applicable to the Loan Agreement for the entire Loan Term; and

b. clauses in these General Terms relating to Secured Property and Security Interests are not applicable to your Loan Agreement. For the avoidance of doubt, clauses 9, 10, 11, 17.a.vi, 17.a.viii, 18 and 19 are not applicable to your Loan Agreement.

9. If you have applied for a Secured Loan

If you have applied for a Secured Loan:

a. the Secured Annual Percentage Rate will be applicable to the Loan Agreement for the first 60 days of the Loan Term;

b. if within 60 days of the Settlement Date you complete, execute and provide to us a Security Schedule in a form acceptable to us, granting us a Security Interest in Secured Property which is satisfactory to us, and any other information that we require to successfully register a first ranking Security Interest over the Secured Property on the PPSR, then subject to clause 9.e the Secured Annual Percentage Rate will continue to be applicable to the Loan Agreement for the remainder of the Loan Term;

c. if you do not satisfy clause 9.b within 60 days of the Settlement Date, then on the 61st day from the Settlement Date the Unsecured Annual Percentage Rate will become applicable to the Loan Agreement and, subject to clause 9.d, the Unsecured Annual Percentage Rate will be applicable to the Loan Agreement for the remainder of the Loan Term;

d. if you do not satisfy clause 9.b within 60 days of the Settlement Date, but at a later date you complete, execute and provide to us a Security Schedule in a form acceptable to us, granting

us a Security Interest in Secured Property which is satisfactory to us, and any other information that we require to successfully register a first ranking Security Interest over the Secured Property on the PPSR, we may agree, in our discretion and subject to clause 9.e, to apply the Secured Annual Percentage Rate to the Loan Agreement from the date we receive the Security Schedule and any other information we require;

e. if we are unable to register a Security Interest granted by you as a first ranking Security Interest over the Secured Property on the PPSR, notwithstanding having used our best endeavours to do so, the rate applicable to your Loan Agreement will change or revert to the Unsecured Annual Percentage Rate with retrospective effect from the date upon which you provided the Security Schedule and any other information we required, and any necessary adjustments will be made to the Balance Owing on your Loan Account;

f. the Secured Annual Percentage Rate is available only if the Loan Amount is used in whole or in part to acquire the Secured Property, unless we otherwise agree in writing; and

g. if the rate applicable to your Loan Agreement changes from the Secured Annual Percentage Rate to the Unsecured Annual Percentage Rate, we may change the amount and/or number of your repayments.

10. Security interest

a. By executing the Loan Agreement and a Security Schedule, you acknowledge that the Security Schedule and the terms in this Loan Agreement relating to Security Interests and Secured Property will together form a Security Agreement between you and us and you grant a first ranking Security Interest to us over the following:

   i. the Secured Property;

   ii. if the Secured Property is a Vehicle, any replacement vehicle and additions or accessories added to the Vehicle, any proceeds of the Vehicle (for example, any insurance proceeds for loss of or damage to the Vehicle or other Proceeds); and

   iii. any rebate relating to any insurance or warranty financed under this Loan Agreement.

b. The Security Interest secures payment of the Loan Amount and all other amounts payable, and performance of all your obligations, to us under this Loan Agreement.

c. If we ask, you must promptly provide any information, sign any document or do anything that we reasonably require to perfect and protect the Security Interest and maintain its priority over all other security interests. You must do this in the time we specify.

d. If any Secured Property may or must be described in the PPSR by serial number under the PPSA, you must provide us with a detailed description of the Secured Property, and the serial

number and all other information that is required to be included in a financing statement in order to describe the Secured Property by serial number. This information must be provided to us in writing.

e. We are entitled to receive all Proceeds of the Secured Property (like insurance proceeds, damages or compensations payments of that kind). You transfer your rights to those things to us and if you receive money you hold that money on trust for us.

11. Condition of Secured Property

a. **Maintenance**

You must:

i. keep the Secured Property in good repair and condition and fully operational;

ii. have the Secured Property serviced, repaired and maintained by appropriately qualified people in accordance with good practice, the manufacturer's recommendations and any warranty requirements;

iii. keep the Secured Property safe so that it is secure against theft, damage or destruction;

iv. comply with all laws and the terms of any insurance policy which in any way affect the Secured Property, including your right to have or use the Secured Property (like registration) and our Security Interest in it;

v. if we ask, promptly tell us where the Secured Property is located and ordinarily kept and any other information you have that we ask for in connection with the Secured Property;

vi. replace any part of the Secured Property which becomes worn out, non-operational, destroyed, lost or removed, using only parts of at least the same quality and specification as the replaced item in its new condition; and

vii. pay for all repairs and services to the Secured Property promptly and by their due date.

b. **Inspection**

i. You must ensure that we can fully inspect the Secured Property and any records relating to it (for example, service records).

ii. We may inspect the Secured Property and any records relating to it at any reasonable time or ask you to produce the Secured Property for inspection, to assess the value of the Secured Property and to check that you are complying with this Loan Agreement.

iii. We will try to give you at least 24 hours' prior written or verbal notice of an inspection (except in an emergency or after a Default has occurred).

c. **Restrictions on what you can do with the Secured Property**

i. Unless you first get our written consent of the law says otherwise, you must not:

(a) sell, transfer, lend, assign, lease, licence or otherwise part with possession or control of the Secured Property;

(b) create or allow to exist a Security Interest in the Secured Property (except Security Interests which arise solely by operation of law, which you discharge promptly after they arise);

(c) use the Secured Property for any purpose that it is not designed for, or that is not in accordance with the manufacturer's instructions;

(d) use the Secured Property in a dangerous or negligent way, or where the risk of damage to the Secured Property or other property or people is higher than would be expected from normal use;

(e) modify the Secured Property in a way that may void any warranty for the Secured Property or cause the Secured Property to be unroadworthy, illegal or not fully covered by insurance;

(f) fit something which will become part of the Secured Property (for example, an accessory) where that thing is subject to any Security Interest in favour of someone else;

(g) remove or attempt to remove the Secured Property from Australia; or

(h) if the Secured Property is a Vehicle, use the Vehicle to provide commercial transport services, such as taxi, hire-car or ride-sharing purposes.

d. **Insurance**

i. You must keep the Secured Property covered by comprehensive insurance at all times:

(a) for the full insurable value of the Secured Property or an agreed value of $10,000 (whichever is higher);

(b) with a reputable insurer, and on terms that are acceptable to us;

(c) with "Harmoney Australia Pty Ltd" as the loss payee and our interest as secured party noted on the policy; and

(d) so that the proceeds of any insurance claim are to be paid to us.

ii. If we enforce our Security Interest or any other rights we have under this Loan Agreement, we may cancel any insurance and receive any rebate or refund of premium and credit it against the Balance Owing on your Loan Account.

iii. You must:

(a) make full disclosure to each insurer;

(b) not do anything which might reduce or prejudice any insurance;

(c) not create or allow to exist any Security Interest on the insurance or the proceeds of the insurance (other than to us);

(d) ensure that all insurance money in respect of the Secured Property is paid to us or as we direct; and

(e) promptly give us any information we ask for about insurance (such as proof that you have paid your premiums or that the cover is current).

iv. You must not insure the Secured Property other than as agreed in this clause 11.d. If you do, you will be taken to do so on trust for us (so that we have the benefit of that insurance).

v. We may make, negotiate, and settle any insurance claims concerning the Secured Property if you fail to do so. You must help us do this, as we ask, and accept any settlement we agree with the insurance company. We may decide whether to use insurance proceeds (except for insurance proceeds payable to compensate liability to others):

(a) to repair or replace the Secured Property, discharge a liability, or make good a loss; or

(b) towards payment of the Balance Owing on your Loan Account (whether or not the Balance Owing on your Loan Account would otherwise have become due), or partly to each.

vi. If you make a claim that the insurer refuses, then you must tell us. We can require you to give us your rights to take further action against that insurer on your claim.

vii. If you do not take out and keep current all required insurance, or if you do not give us evidence of this on request, we may take out the insurance and debit the cost to your account, but we have no duty to do so.

12. Repayments

You must repay the Loan Amount, and pay us interest charges and any other amounts payable to us under this Loan Agreement by making the repayments set out in the Details and, in any case, on or by the last day of the term of the Loan Agreement as specified in clause 6.

13. 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 in writing; 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 by us in writing, 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 may vary the amount or timing of direct debits against your Nominated Account as agreed with, or instructed by, you from time to time. 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 Authority 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 the Balance Owing on your Loan Account so as to accurately reflect your, or our, legal obligations (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).

h. Unless we have agreed with you otherwise, we may use any repayment we receive (or any part of it) in connection with this Loan Agreement or any of the other loan agreement(s) you have entered into with us to reduce the Balance Owing on this Loan Account or the balance owing on any of the other loan account(s) you have with us, in any order we choose, acting reasonably in the circumstances.

14. Other costs and charges

a. You must pay us all applicable Fees and Charges, as set out in the Details at the time, and in the circumstances set out in the Details.

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 14(d) that are defined in the GST Act have the same meaning given to them in the GST Act. If we are liable to pay GST or any similar tax on a supply 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 the above amounts to your Loan Account.

15. 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; and/or

c. if you tell us beforehand, pay a scheduled repayment in two or more instalments, provided that those instalments result in the repayment being made earlier than the date stipulated in the Details (for example, if a monthly repayment is due on the last day of the month, two fortnightly instalments paid in that month, but before the last day of the month). We may be able to help you facilitate instalment payments if you give us notice of the frequency, dates, and amounts of the instalments.

16. Collection and enforcement

In carrying out collections services we will:

a. monitor all repayment obligations under this Loan Agreement;

b. take appropriate steps to contact you for repayment arrears; and

c. take appropriate recovery action if there is a repayment default, including recovery from you of our reasonable enforcement expenses.

17. Default

a. You will be in Default of your obligations under this Loan Agreement if:

i. you 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. you do not perform any of your other obligations under this Loan Agreement fully and on time;
iii. anything you warrant to us is not true when you make that warranty or repeat it;
iv. you cancel our Direct Debit Authority and, at or before the cancellation, you do not give us a replacement Direct Debit Authority;
v. you become insolvent or steps are taken to have you declared bankrupt;
vi. you dispose of the Secured Property, or intend to dispose of the Secured Property, without our permission;
vii. you do something you agree not to do, or you do not do something you agree to do;
viii. we believe on reasonable grounds that urgent action is necessary to protect the Secured Property; or
ix. you have provided us with incorrect, misleading or fraudulent information (including in connection with your Loan Application).

b. If you are in Default, we may send you a Notice of Default stating:
i. that you are in Default;
ii. what you need to do to correct the Default; and
iii. how much time you have to correct the Default, as decided by us or required by law (a Grace Period).

c. If you do not, or cannot, correct the Default by the date stated in the Notice of Default or as required by law (or if you are in Default again for a similar reason at such date) then, following such date and without further notice to you:
i. the Total Amount Owing will become immediately due for payment (to the extent that it is not already due for payment);
ii. we may enforce our Security Interest in the Secured Property in accordance with clause 18;
iii. we may exercise any of our Powers under this Loan Agreement or the law; and
iv. we may terminate any obligation we would otherwise have to you under this Loan Agreement.

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, then for each such dishonor event, a dishonour fee of $15.00 will become immediately payable. We will give you notice before debiting a dishonor 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.

18. We can enforce our Security Interest

a. Unless the law says otherwise, if a Default occurs we can enforce our Security Interest under clause 17.c.ii by:

   i. exercising all Powers given to us under this Loan Agreement and under law. This includes taking or attempting to take possession of the Secured Property;

   ii. dealing with the Secured Property as if we were the owner and you had no interest in it; and

   iii. selling the Secured Property by any means. We do not have to put the Secured Property for sale by public auction before selling it any other way. We may sell it on any terms we choose. Any sale will eliminate any interest you may have in it.

b. If we obtain any necessary consent or court order, we may enter any premises where we believe the Secured Property is, even if you do not control those premises. You authorise us to do so and promise to pay us the cost of any liability which arises as a result.

19. PPSA

a. To the extent the law permits:

   i. you and we agree to contract out of each section that sections 115(1) and 115(7) of the PPSA permits us to contract out of, other than sections 117, 118, 134(1) and 135 of the PPSA;

   ii. if the PPSA is amended after the date of this Loan Agreement to permit you and us to agree to not comply with or to exclude other provisions of the PPSA, we may notify you that any of these provisions are excluded, or that we need not comply with any of these provisions, as notified to you by us;

   iii. you and we agree that neither of us will disclose any information of the kind referred to in section 275(1) of the PPSA unless section 275(7) of the PPSA applies, in which case we may disclose such information. This means that neither of us may disclose nor confirm:

      (a) a copy of the Loan Agreement;

      (b) details of the amount or terms of the Loan Agreement; or

      (c) details of the Secured Property, unless:

- the other person has consented in writing;
- the law requires or allows disclosure; or
- you are in Default; and

iv. you agree not to exercise your rights to make any request of us under section 275 of the PPSA, to authorise the disclosure of any information under that section or to waive any duty of confidence that would otherwise permit non-disclosure under that section.

b. If we exercise a Power in connection with this Loan Agreement, that exercise is taken not to be an exercise of a Power under the PPSA unless we state otherwise at the time of exercise. However, this clause does not apply to a Power which can only be exercised under the PPSA.

20. No Agency

No agent or representative who promotes our services is authorised toact 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.

21. 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.

22. Harmoney's liability

We are not liable to you or any other person for any consequential loss arising out of or in connection with this Loan Agreement. We are not liable for loss caused by the exercise, attempted exercise, failure to exercise, or delay in exercising, a right or remedy.

23. Changes to terms

a. Subject to any clause to the contrary in this Loan Agreement, or any applicable law, we may change any terms of this Loan Agreement without your consent for one or more of the following reasons:

i. to reduce your obligations under this Loan Agreement (including by reducing the Secured Annual Percentage Rate or Unsecured Annual Percentage Rate, or reducing any fee payable in relation to your Loan);

ii. to change the applicable interest rate as set out in clause 9;

iii. to change your repayments as set out in clause 9;

iv. to comply with any change or anticipated changes in any relevant law, code of practice or guidance;

v. to reflect any decision of a court, ombudsman or regulator;

vi. to reflect a change in our systems or procedures, including for security reasons;

vii. as a result of changed circumstances (including by adding benefits or new features to your Loan and/or other products);

viii. to respond proportionately to changes in the cost of providing your Loan; or

ix. to make the terms of the Loan Agreement clearer.

b. We will give you not less than 20 days' notice before making any changes to this Loan Agreement. However, where the change reduces what you have to pay or the change happens automatically under the contract, we will give you notice of the change at the same time we send the next statement of account to you after the change takes effect.

c. Any changes to this Agreement to which the National Credit Code applies, will be made in accordance with the National Credit Code.

24. Changes to interest

Except for a change in accordance with clauses 9 or 23.a.i we will not change the Secured Annual Percentage Rate and/or the Unsecured Annual Percentage Rate.

25. Notices

a. You must provide all notices to us in writing by email to customerservice@harmoney.com.au.

b. We may provide you with communications in relation to this Loan 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 sent to you.

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 25(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.

d. By entering into this Loan Agreement, you consent to us giving you documents by means of electronic communication (excluding notices that cannot be given electronically) and acknowledge that by reason of that consent:

i. paper documents may not be given; and

ii. your electronic communication address (that is, your email inbox) must be regularly checked for communications from us.

You may withdraw your consent to receiving documents by electronic communication at any time.

26. Statement of Account

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

27. Privacy (including consents)

By applying for a 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 we collect, use, disclose and manage your personal information, including your credit information and credit eligibility information. For more details, please view our “Privacy Policy and Credit Reporting Policy” by visiting our Website and clicking on ‘Privacy Policy’.

b. We are required to comply with the Privacy Act when we collect, use, disclose and manage your personal information.

c. We usually collect your personal information for the purposes set out below and, to the extent permitted by law, you hereby consent to us using and disclosing your personal information for these purposes:

i. assessing and processing existing or future applications 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 us, any relevant insurer, or any other service provider appointed by us, contacting you about special offers or promotions;

iii. protecting us 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. We 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 NCCPA (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 such as 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 directly 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 database; 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 your credit information and credit eligibility information where permitted under the Privacy Act, for the purposes described above to 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 who 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); and any person specifically authorised by you in writing.

g. We may disclose your personal information, including your credit information or credit eligibility information, to recipients located overseas who 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 Philippines. (For an updated list of countries, please see our Privacy Policy and Credit Reporting Policy 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 a 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.

Important information about credit reporting:

h. Our Website (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.

i. 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.

Marketing products and services to you:

j. 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 1300 042 766.

Accessing and correcting your personal information

k. 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.

l. 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.

28. Severability

If:

a. the National Credit Code, PPSA 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 National Credit Code or impose an obligation or liability which is prohibited by the National Credit Code or any other law,

then this Loan Agreement is to be read as if that provision were varied to the extent necessary to comply with the National Credit Code, PPSA 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.

29. 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. 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.

30. 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.

31. Dispute Resolution

If you have any concerns in relation to your Loan, you can contact us on 1300 042 766. We will use our best endeavours to resolve any issues you have. We are a member of AFCA. If you are dissatisfied with the outcome of our internal dispute resolution process, you may refer your concerns to AFCA. AFCA is a free and independent disputes resolution service that assists individual customers. AFCA can be contacted on 1800 931 678 or at info@afca.org.au.

32. Waiver

A right created under this Agreement may not be waived except in writing signed by the party or

parties to be bound.

33. Definitions in this Agreement:

AFCA means the Australian Financial Complaints Authority.

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

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

Customer, you, or your means the person or persons named in the Details as the Customer (including their successors and assigns), and if there is more than one, each such person separately and all such persons jointly.

Default means the occurrence of one or more events or circumstances described in clause 17 of these General Terms.

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

Disclosure Date means the date specified in the Details.

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 these Loan Agreement General Terms.

GST means goods and services tax, as defined in the GST Act.

GST Act means A New Tax System (Goods and Services Tax) Act 1999.

Harmoney Australia Pty Ltd
ABN 12 604 342 823
Level 17, Angel Place, 123
Pitt Street, Sydney, NSW,
2000, Australia

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

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

Loan Agreement means these General Terms, the Details and the security agreement contained therein.

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

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

Loan Term means the term of the Loan Agreement, as defined in clause 6 above.

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.

Nominated Account means the bank account nominated by you for debiting by us, in accordance with a Direct Debit Authority.

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.

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

PPSR means the Personal Property Securities Register.

Power includes a right, authority, power, discretion or remedy.

Proceeds has the meaning given in the PPSA.

Privacy Act means the Privacy Act 1988 (Cth) and any legally bind codes or guidance made under that Act.

Secured Annual Percentage Rate means the Secured Annual Percentage Rate specified in the Details.

Security Agreement has the same meaning under the PPSA.

Security Interest means a mortgage, transfer, pledge, lien or charge, or any security preference or arrangement of any kind which allows a creditor to have its claims satisfied prior to other creditors from the proceeds of an asset. It includes a security interest under the PPSA.

Secured Loan means a personal loan provided by Harmoney that requires collateral, namely Secured Property.

Secured Property means any property which you use the Loan Amount (in whole or in part) to acquire and in respect of which you grant us a Security Interest by executing a Security Schedule.

Security Schedule means a document in a form that we give you or make available you at your request which you execute to grant us a Security Interest in Secured Property.

Settlement Date means the date that we first instruct our bank to 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 at that time, plus all accrued interest charges, 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.

Unsecured Annual Percentage Rate means the Unsecured Annual Percentage Rate specified in the Details.

Unsecured Loan means a personal loan provided by Harmoney that does not require any type of collateral.

Vehicle means the vehicle identified in the Details as Secured Property (it includes all replacements, parts and accessories.

Website means the website at www.harmoney.com.au, or such other website as we may from time to time notify to you.

We, us, or our means Harmoney Australia Pty Ltd and includes our successors and assigns.

34. 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 the Australian Parliament (and includes regulations and other instruments under laws made by the Australian Parliament and consolidations, amendments, re-enactments or replacements of any of them).