

## **CERTEGY EZI-PAY EXPRESS TERMS AND CONDITIONS FEBRUARY 2014**

Certegy Ezi-Pay Express Revolving Credit Account (“RCA”) is a continuing credit Payment Plan Contract under which You may obtain credit to pay for all or part of purchases from Eligible Merchants. The terms of Your Contract are set out in these Terms and Conditions, Your Credit Schedules (You will receive a Credit Schedule relating to each purchase) and the Customer Information Form.

The meaning of some key words presented Like This and some other key words is explained at the end of these Terms and Conditions.

### **1. Establishing Your Certegy Ezi-Pay Express Revolving Credit Account (“RCA”) and the Available Purchase Credit.**

1.1 If You don’t already have an RCA with Us, You ask to enter the Contract by signing and submitting a Customer Information Form and Credit Schedule.

1.2 If We accept, We will open an RCA in Your name and these Terms and Conditions will apply.

1.3 As part of accepting Your offer, We will approve the initial Available Purchase Credit which will be the Amount of Credit. This is the amount which is available to You to be used to pay for the initial purchase proposed with the Initial Merchant, subject to Clause 2.

1.4 The Available Purchase Credit is set to zero after You make the initial purchase, but increases as You make the required Repayments on any purchase as described below in Clause 1.5. When You make a further purchase, the Available Purchase Credit decreases by the Purchase Amount for that purchase.

1.5 When You make a Repayment on a purchase it is applied first to paying certain fees and other amounts (see Clause 3.5). When Repayments are made on an outstanding Purchase Amount the Available Purchase Credit increases by an amount which corresponds as follows:

Percentage of Purchase <i>Amount repaid</i>	Percent of dollars repaid to Purchase Amount available to make another purchase
1% to 25%	10%
26% to 50%	50%
51% to 75%	75%
76% to 100%	100%

1.6 You may sign and submit further Credit Schedules to request Us to provide credit for further Purchase Amounts.

1.7 If We agree to provide credit for further purchases You may use the same RCA but You will have separate Contracts and Start Dates for each purchase. The Start Date for each Contract is the date we receive the signed Customer Information Form and Credit Schedule and, where applicable, a signed Satisfaction Slip. The Start Date is not the date a deposit is paid to the Eligible Merchant. We will notify You of the Start Date for each Contract.

### **2. Operating Your account / making purchases**

2.1 Subject to Clause 2.3, You may use the RCA for an amount up to the Available Purchase Credit to make additional purchases from the Initial Merchant.

2.2 You may ask to use the RCA for other purchases (with Eligible Merchants other than the Initial Merchant, or to increase the Available Purchase Credit), and these may be approved or declined at Our discretion.

2.3 In either case, We only have to lend You any additional Purchase Amount if:

- (a) the RCA has not been closed or use of the RCA has not been suspended or cancelled;
- (b) You are not in Default under this Contract or any Ezi-Pay Contract;

- (c) You provide any other documents We reasonably require from time to time;
- (d) You pay the minimum deposit for the purchase as required by Us or the Merchant which is to be paid directly to the Merchant;
- (e) the amount is within the Merchant's limit as set by Us from time to time;
- (f) You have signed and provided a Credit Schedule and the Customer Information Form including a direct debit authority) and any identification required by Us or the Merchant is provided;
- (g) You pay all fees and charges associated with making Repayments and keeping the RCA active.

2.4 We may cancel Your RCA if no purchases are made using it for twenty four (24) months after the Amount of Credit for all outstanding purchases is repaid. See also Clause 5.4 for cancellation on Default.

### **3. Repayments**

3.1 You must repay to Us the amount of all credit provided to You and all fees and charges payable as stated in a Credit Schedule or as set out in these Terms and Conditions.

3.2 Each Credit Schedule sets out the minimum Repayment instalments and frequency for each purchase which You are required to meet. The final Repayment may be for a slightly lesser amount than all the other Repayments.

3.3 The Repayment amount stated in the Credit Schedule excludes any government duties applicable to the Repayment.

3.4 You must make the minimum Repayment instalments by direct debit from the bank account or credit card shown in the Customer Information Form or by any other manner approved by Us. If You have more than one Purchase Amount outstanding, We will initiate separate direct debits for the Repayment amounts that relate to each Purchase Amount. You must ensure that there are sufficient funds in that account to allow any Repayment to be honoured at first instance.

3.5 We ordinarily apply a Repayment in the following order in Repayment of any unpaid amounts to the extent that the relevant items have been charged to Your RCA at the time the Repayment is processed:

- (a) enforcement expenses;
- (b) government taxes, duties or charges;
- (c) fees payable under this Contract relating to the relevant purchase;
- (d) any outstanding Purchase Amounts relating to the relevant purchase;
- (e) any other part of the Balance Owing.

3.6 If You make a Repayment to Us, and You have made more than one purchase on Your RCA, You may nominate the purchase to which it relates to. If You do not nominate a purchase, or if You are in Default, We may determine which purchase it relates to and Our determination binds You.

3.7 We may change the amount, method of calculation, number, frequency or time for payment of Repayments or period over which Repayments are to be paid without Your consent. If We do so, We will notify You of such a change in writing no later than twenty (20) days before the change takes effect or otherwise as required by law.

3.8 All Repayments, fees and charges, once paid, are not refundable for any reason. If You believe We have not complied with this contract or if You have a claim against Us based on Our conduct, contact Our customer service department to resolve Your dispute.

3.9 In the event You sell the Goods or the property to which the Goods have been installed or attached to, You are still obligated to continue to make Repayments to Us until the Total Amount Owing is paid in full, even in the event You are no longer in possession of the Goods.

### **4. Acknowledgments**

4.1 You acknowledge that:

- (a) You are 18 years or over and a permanent resident of Australia;
- (b) You are currently employed full time or receiving an aged or veterans pension;

- (c) You are not an undischarged bankrupt or have reason to believe You may become Insolvent at the time of executing the Credit Schedule; and
- (d) if Goods or Services are to be fitted, installed or applied to a property or dwelling then You are the owner of the domestic property or dwelling.

4.2 You agree that:

- (a) return of the Goods to, or Cancellation of any installation or other Services from, the Merchant or Us will not be accepted in lieu of Repayment to Us;
- (b) if We are a linked credit provider of a supplier under consumer protection legislation, You may have rights against Us in relation to Goods, Installation or Services which are the subject of a purchase. Subject to those rights, and any other applicable law, We are not responsible or liable:
  - (i) if a supplier or other person refuses to accept or honour Certegy Ezi-Pay Express, no matter what the reason; or
  - (ii) for any defect or deficiency whatsoever in respect of any Goods, Installation or other Services (for example, with respect to the quality of any Goods, Installation or other Services or their fitness for any purpose).
- (c) You will notify Us of any change to Your contact details as previously advised to Us within five (5) Business Days of the change taking effect;
- (d) You are the authorised signatory of the bank or credit card account to be used for the Repayments;
- (e) We can only take instructions in relation to this Contract from You. Should You wish to nominate a third party to act on Your behalf, We must receive this request from You in writing.

## 5. Fees and Charges

5.1 Subject to this Clause, You must pay Us:

- (a) all fees and charges in the circumstances indicated in the Credit Schedule;
- (b) all additional government stamp and other duties and charges payable on receipts or withdrawals under this Contract; and
- (c) any reasonable Costs We reasonably incur in enforcing this Contract after a Default which includes enforcement expenses reasonably incurred by the use of Our staff and facilities. These expenses are payable when We ask.

5.2 The total amount payable under this Contract for the account Establishment Fee, Payment Processing Fee, Change Details Fee, Additional Purchase Fee and Monthly Account Keeping Fee, as set out in the Credit Schedule, is subject to annual caps. Those caps are:

- (a) for the period of twelve (12) months after the Start Date for the initial purchase - \$200; and
- (b) for any subsequent period of twelve (12) months - \$125.

5.3 You authorise Us to debit any of these amounts to Your RCA. We may do so on or after the date We pay them or the date they become due or payable by You or Us (whichever is earlier).

5.4 The current fees and charges that apply to Your Contract are set out in the Credit Schedule.

## 6. Default

6.1 You are in Default if:

- (a) You do not pay on time all amounts due under this Contract; or
- (b) You do something You agree not to do, or don't do something You agree to do under this Contract which has a material adverse effect on Us;
- (c) You or another person on Your behalf gives Us or has given Us materially incorrect or misleading information in connection with this Contract, or We reasonably believe You or another person has acted fraudulently in connection with this Contract; or
- (d) You become Insolvent or are declared bankrupt or steps are taken to make You so.

6.2 We may suspend Your RCA if You are in Default. We do not need to give You notice of a suspension.

6.3 If You are in Default, We may give You a notice stating that You are in Default. If You don't correct the Default within any period given in the notice, then, at the end of that period and without further notice to You, the Total Amount Owning becomes immediately due for payment (to the extent it is not already due for payment). We may then sue You for that amount and We may cancel Your RCA. If We give You notice by sending a document to Your last address notified to Us this will be considered notice to You even if those notices are returned to Us.

6.4 Your obligation to pay on time is not affected by the provisions of this Clause.

6.5 Enforcement expenses may become payable under this Contract in the event of a breach of this Contract and are payable in accordance with Clause 5.

## **7. General matters**

7.1 We may adjust debits and credits to Your RCA to accurately reflect the legal obligations of You and Us (for example, because of an error or dishonour). If an adjustment is required We may make consequential adjustments.

7.2 We may exercise a right or remedy under this Contract (in addition to other rights and remedies provided by law independently of it or by any other Contract) or give or refuse Our consent in any way We consider appropriate including by imposing reasonable conditions.

7.3 If We do not exercise a right or remedy fully or at a given time, We can still exercise it later.

7.4 We are not liable for loss caused by the exercise or attempted exercise of, failure to exercise, or delay in exercising, a right or remedy other than caused by Our negligence.

7.5 We may give You a certificate about a matter or about an amount payable in connection with this Contract. The certificate is sufficient evidence of the matter or amount, unless it is proved to be incorrect.

7.6 We may assign or transfer Our rights under this Contract. Any person to whom Our rights are transferred will have the same rights that We do under the Contract. This will not affect Our obligations to You under this Contract. You agree that We may disclose any information or documents We consider desirable to help Us exercise this right including personal credit worthiness information to persons involved in providing funds by way of securitisation. We will give You notice of any exercise of this right as soon as practicable.

7.7 Your rights are personal to You and may not be assigned without Our written consent.

7.8 Notices, certificates, consents, approvals and other communications provided by You in connection with this Contract must be in writing.

7.9 Communications from Us may be signed by any of Our authorised employees.

7.10 Communications for You or Us may be given by any means permitted by law.

7.11 A provision of this Contract, or a right created under it, may not be waived except in writing signed by the party or parties to be bound.

7.12 We may agree to change this Contract or defer or waive any of these Terms and Conditions without creating a new Contract.

7.13 We may change any provision of this Contract (other than the Amount of Credit or fees or charges set out in the Credit Schedule) in addition to those specifically mentioned. We will notify You of any such change in writing no later than twenty (20) days before the change takes effect or otherwise as required by law.

7.14 Subject to any statutory right of set-off which We cannot exclude by agreement (such as under consumer protection legislation), You must pay all amounts due under this Contract in full without setting off amounts You believe We owe You and without counter-claiming amounts from Us.

7.15 It is Your sole responsibility to arrange subsequent utilities for any Goods installed or applied to a property where the Goods require these additional services in order for it to operate fully. For example for solar panels it is up to You to arrange for connectivity to the grid and Your property via Your electricity provider. Such utilities do not form part of this Contract.

7.16 South Australian laws govern and apply to all Certegy Ezi-Pay Contracts.

## **8. Privacy (including consents)**

(a) The clauses below set out:

(i) consents that You gives Us in relation to Your personal information by applying for credit from Us; and

(ii) important information about Our collection, use, disclosure and management of Your personal information.

Our “Privacy Policy” document, available at [www.certegyzipay.com.au](http://www.certegyzipay.com.au) (select ‘Privacy Policy’) provides more details about how We manage Your personal information, including Your credit information and credit eligibility information.

(b) When collecting, using, disclosing and managing Your personal information, We comply with the Privacy Act 1988 (Cth) and in accordance with the Australian Privacy Principles. Collection, use, and disclosure of Your personal information

(c) We ordinarily collect personal information about You for the following purposes, and, to the extent not already authorised by law, You agree to Us using and disclosing that information for these purposes:

(i) assessing and processing existing or future application(s) for consumer credit, managing Your account or other products, responding to Your questions, performing Our obligations in relation to credit provided to You;

(ii) either Us, the supplier of the Goods or any other service provider appointed by Us contacting You about Your Contract, including during the Contract term regarding repeat purchase promotions, campaigns or for any other special offer/s 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 connection with any credit provided to You; managing, changing and improving Our systems and processes; and

(vi) complying with laws. Various Australian laws may require us to collect your personal information, or we may need to do so to be able to comply with other obligations under those laws. These laws include: Anti-Money Laundering and Counter-Terrorism Financing Act 2006 (Cth) and other anti-money laundering legislation (for example, for identity verification), the National Consumer Credit Protection Act 2009 (Cth), 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, 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 may collect and disclose Your personal information primarily from You. However, sometimes We may 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 the supplier of the Goods, Services or Installation; other credit providers; any of Your employers, former employers, referees, banks, landlords, accountants, lawyers and financial advisers; service providers to Us (including introducers, private investigators, professional advisers); professional organisations; internet sources; public and subscriber only databases; and government authorities.

(e) The circumstances in which We may do so 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.

(f) The consequences of You not providing to Us the personal information that We require can include that We will not be able to approve Your application for credit, or a related product, or that We will not be able to deal with future requests or queries from You in connection with credit We provide.

(g) You agree that We can disclose Your personal information (including, where permitted to do so under the Privacy Act, Your credit information and credit eligibility information) for the purposes described above to:

(i) any of Our related bodies corporate; Our assignees or potential assignees; the supplier of the Goods, Services or Installation; any other supplier appointed by Us, other credit providers; Your assignees or proposed assignees; debt collection agencies; 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); any person specifically authorized by You in writing; and

(ii) any person as permitted or required by law. We may disclose your personal information to overseas recipients

(h) 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 the Philippines and Ireland (for an updated list of countries from time to time please see Our Privacy Policy available on Our website).

(i) 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). By applying for this product You consent to such disclosures. 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 Merchant Partners, Our related companies or suppliers. This includes, without limitation, communicating with You via emails, text messages or other electronic messages (without an unsubscribe facility). 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 08 8232 2828. 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). Our Privacy Policy contains details about how You can make such requests.

(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 Policy contains details about how You can make a complaint if You think there has been a breach of the Privacy Act and how We will deal with such a complaint.

## **9. Direct Debit Request Service Agreement**

This is Your Direct Debit Service Agreement with Certegy Ezi-Pay Pty Ltd (User ID No.125202). It explains what Your obligations are when undertaking a Direct Debit arrangement with Us. It also details what Our obligations are to You as Your Direct Debit provider. This forms part of the Contract and should be read together with the Direct Debit Request authorisation in the Customer Information Form.

### **9.1 Debiting your account**

(a) By signing the Direct Debit Request ("DDR") in the Customer Information Form or by providing Us with a valid instruction, You authorise Us to debit funds from the account stated in the Customer Information Form. You should refer to the DDR contained in the Customer Information Form and these Terms and Conditions for the terms of the agreement between You and Us.

(b) We will only arrange for funds to be debited from Your account stated in the Customer Information Form as authorised in the DDR.

(c) If any Repayment falls due on a non-Business Day, We may direct Your financial institution to debit the account stated in the Customer Information Form on the following

Business Day. If You are unsure about which day Your account has or will be debited You should ask Your financial institution.

(d) Your DDR will remain in effect until Your RCA is closed by You or a new DDR has been established.

#### 9.2 Amendments by us

(a) We may vary any details of the DDR on the Customer Information Form or this Clause 9 by giving You at least fourteen (14) days written notice.

9.3 Amendments by you. You may change, stop or defer a debit Repayment, or terminate the DDR by arranging it through Your financial institution, which is required to act promptly on Your instructions.

#### 9.4 Your obligations

(a) It is Your responsibility to ensure that there are sufficient clear funds available in the account stated in the Customer Information Form to allow a debit payment to be made in accordance with the DDR.

(b) If there are insufficient funds in the account stated in the Customer Information Form to meet a debit payment:

(i) You may be charged a fee and/or interest by Your financial institution;

(ii) You may also incur fees or charges imposed or incurred by Us; and

(iii) You must arrange for the debit payment to be made by another method or arrange for sufficient funds to be in the account stated in the Customer Information Form by an agreed time so that we can process the debit payment.

(c) You should check the statement for the account stated in the Customer Information Form to verify that amounts debited to the account are correct.

#### 9.5 Disputes

(a) If You believe that there has been an error in debiting Your account You should notify Us directly on (08) 8232 2828 and confirm that notice in writing with Us as soon as possible so that We can resolve Your query more quickly. Alternatively You can take it up directly with Your financial institution.

(b) If We conclude as a result of Our investigations that the account stated in the Customer Information Form has been incorrectly debited We will respond to Your query by arranging for Your financial institution to adjust Your account (including any interest and penalties charged by Your bank) accordingly. We will also notify You in writing of the amount by which Your account has been adjusted.

(c) If We conclude that the account stated in the Customer Information Form has not been incorrectly debited We will respond to Your query by providing You with reasons and any evidence for this finding in writing.

#### 9.6 Accounts

(a) You should check:

(b) with Your financial institution whether direct debiting is available from the account stated in the Customer Information Form as direct debiting is not available on all accounts offered by financial institutions;

(c) Your account details which You have provided to Us are correct by checking them against a recent account statement; and with Your financial institution before completing the DDR if You have any queries about how to complete the DDR.

#### 9.7 Confidentiality

(a) We will keep any information (including the account details) in Your DDR confidential. We will make reasonable efforts to keep any such information that We have about You secure and to ensure that any of Our employees or agents who have access to information about You, do not make any unauthorised, modifications, reproduction or disclosure of that information.

(b) We will only disclose information that We have about You:

(i) to the extent specifically required by law; or

(ii) for the purposes of this Direct Debit Request Service Agreement (including disclosing information in connection with any query or claim.

#### 9.8 Notice

If You wish to notify Us in writing about anything relating to this Direct Debit Request Service Agreement, You should write to Certegy Ezi-Pay Pty Ltd, Level 1, 97 Pirie Street Adelaide SA 5000.

(a) We will notify You by sending a notice in the ordinary post to the address You have given Us in the DDR.

(b) Any notice will be deemed to have been received on the third Business Day after posting.

### 10. Meaning of words

*Amount of Credit* has the meaning given in the Credit Schedule.

*Available Purchase Credit* means the credit available to be provided for further purchases.

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

*Business Day* means a day other than a Saturday or Sunday or a public holiday listed throughout Australia.

*Contract* means each Credit Schedule, the Terms and Conditions and the Customer Information Form.

*Costs* includes charges and expenses and costs, charges and expenses in connection with legal and other advisers.

*Credit Schedule* means the document titled Credit Schedule that is provided with these Terms and Conditions and for further purchases each document titled Credit Schedule.

*Customer Information Form* means the Customer Information Form completed by You in connection with this Contract.

*DDR* has the meaning given in Clause 9.1(a).

*Direct Debit Service Agreement* means the Agreement set out in Clause 9.

*Default* has the meaning given in Clause 6.1.

*Disclosure Date* is the date stated as the Disclosure Date in the Credit Schedule.

*Eligible Merchant* means any person that We have an arrangement with that accepts the Certegy Ezi-Pay Express Revolving Credit Account.

*Ezi-Pay Contract* means a Contract for the supply for the Certegy Ezi-Pay product between You and Us.

*Goods, Installation or Services* means the items purchased, which was wholly or partly funded under this Contract.

*Initial Merchant* means the Merchant from whom You have made the initial purchase of Goods, Installation or Services and for which You entered into the Contract to establish the RCA.

*Insolvent* means being an insolvent under administration or insolvent or having a controller appointed (such as defined in the Corporations Act) such as being bankrupt, in receivership, in receivership and management, in liquidation, under administration, wound up, subject to any arrangement, assignment or composition, protected from creditors under any statute, dissolved (other than to carry out a reconstruction while solvent) or otherwise unable to pay debts when they fall due.

*Merchant/S* means the person from which You purchased the Goods, Installation or Services as named on the Customer Information Form.

*Monthly Account Keeping Fee* is the fee described in the Credit Schedule.

*Purchase Amount* means the Amount of Credit provided in relation to a purchase.

*Person* includes an individual, a firm, a body corporate, an unincorporated association or an authority.

*Repayment/s* means the amount due and the frequency of payment required under each Credit Schedule. Revolving Credit Account or 'RCA' means an account We establish in Your name for recording all transactions in connection with this and any other Contract(s) in Your name.

*Satisfaction Slip* is a document You complete and sign to confirm Your satisfaction with the Goods, Installation and Services provided by the Merchant You purchased from.

*Start Date* has the meaning given in Clause 1.7.

*Total Amount Owing* means the Balance Owing on Your Revolving Credit Account, plus all other amounts which You must pay under the Contract but which have not been debited to Your Revolving Credit Account.

*Terms and Conditions* means this document.

'We' means Certegy Ezi-Pay Pty Ltd ABN 28 129 228 986 and its successors and assigns and 'Our' and 'Us' have a corresponding meaning.

'You' means the person or persons named in the Customer Information Form and 'Your' has a corresponding meaning. If there are more than one of You, each of You is liable for all obligations under the Contract individually and jointly. You includes Your successors and assigns.

A reference to:

- (a) A document includes any variation or replacement of it;
- (b) Law means common law, principles of equity, and laws made by parliament (and laws made by parliament include regulations and other instruments under them, and consolidations, amendments, re-enactments or replacements of them); and
- (c) Any thing includes the whole and each part of it.