

## Loan Terms and Conditions

1. Time is of the essence of your payment obligations. If you fail to make any payment on time, you will be charged interest at the rate given above on anything outstanding until it is paid. We may also send you a notice of default, and stating that we may cancel this contract. If the instalment remains unpaid for more than 7 days after that notice is given to you, we may cancel this contract without further notice to you. You then become liable to immediately pay us all payment instalments and fees remaining unpaid, plus a cancellation fee of \$40.
2. You hereby charge the bond with payment of everything you must pay us under this contract. You also hereby assign to us the right to receive any refund of the bond in the event that we cancel this contract under the preceding clause. For that purpose, you hereby irrevocably appoint us, and each of our then current directors, your attorney with full power and authority in your name to seek and receive a refund of the bond under this clause (and to issue a receipt for that refund in your name). This power of attorney continues even if this contract is cancelled.
3. We may charge a text/email/letter fee of \$15 if you default in payment, and we then write to you to require payment and/or warn that we intend to cancel this contract.
4. We may charge a reprocessing fee of \$30 if we need to reprocess a payment due to a payment default by you.
5. If you breach this contract, and we take action to enforce our rights, you must pay us back any reasonable enforcement expenses we incur.
6. We may pay commission to those involved in referring you to us. This may include property managers, their industry organisations, and operators of websites providing services to residential landlords and tenants. You may, on request, obtain an estimate of the amount and how it is worked out.
7. You agree to keep us informed of any changes to your contact, bank or credit card details to enable us to administer this contract and to collect amounts payable under it.
8. We may assign, transfer or novate our obligations, rights or interest in our arrangements with you without your consent.
9. In the loan application process, and in collecting payments or taking other action under this contract or when required by law to verify your identity, we will collect, use, store and disclose your personal information. You agree to us doing so, provided we do so in accordance with our Privacy Statement and Policy, which you can access at <https://easybondpay.com.au/privacy>. That link also includes information about credit reporting, including the credit reporting bodies to which we are likely to disclose your credit information, as well as how we manage credit related personal information. Key matters covered are your rights to access and correct that information, and to make a complaint. If you ask us, we will provide you with this website information in an alternative form, such as a hard copy.
10. You consent to any notice or information being given to you by us by way of electronic communication as defined in the various Electronic Transactions Acts of the States, Territories and the Commonwealth. This includes by way of email and text message. Further, both we, and you, also consent to the following method to identify you and signify your request in terms of this loan document (so as to constitute your signature to this loan document under the Electronic Transactions Acts and also under direct debit rules): the insertion of your name in the relevant space provided, and the posting, faxing, emailing or on-line transmission of this loan document to us by you, your agent, or some other person acting on your behalf.
11. The law of South Australia applies to this contract. Any legal action relating to it must be brought in South Australian courts.
12. Notwithstanding any request of yours as to which specific bank account or credit card account that payments are to be debited to, you authorise us to debit any outstanding amounts to any account for which you have provided details to us.