

9. Privacy

9.1. Devizo complies with the Australian Privacy Principles and only collects the personal information that you provide to it in your Application Form or otherwise provided in connection with the operation and use of your Devizo Zero Account. Devizo may also collect your personal information from others for example, if Devizo needs information from third parties to verify the information that you have provided in your Application Form. Devizo will only use your personal information for the purposes set out in its Privacy Policy including assessing your application for a Devizo Zero Account, managing and operating your Devizo Zero Account, conducting reviews of your Devizo Zero Account and to comply with applicable laws in Australia or overseas (if relevant).

9.2. Devizo will only retain your personal information for as long as it is necessary to satisfy the purpose for which it was provided. Devizo does not generally share your personal information with others unless this is necessary for or ancillary to the purpose for which you provided the information for example, Devizo may share your personal information with Participating Merchants at which you intend to use your Devizo Zero Account, with credit reporting agencies or with others if required by law.

9.3. You may ask to see any personal information that Devizo holds about you at any time and Devizo will provide you with access. If there are any errors or omissions in the information held by Devizo please ask for it to be corrected.

9.4. For further information regarding privacy please see Devizo's Privacy Policy. You can access a copy of Devizo's Privacy Policy by contacting the Devizo Privacy Officer on 1300DEVIZO or by emailing info@devizo.com.au.

10. Direct Debt

10.1. By signing the Application Form you accept the direct debit terms and conditions contained in this clause. Once you complete and sign the Application Form containing the direct debit particulars Devizo will make arrangements with your nominated financial institution to debit your nominated account in accordance with the instructions contained in the Application Form. Repayments will be debited fortnightly and account keeping fees, if payable, will be debited monthly. Other applicable fees and charges will be debited when due or otherwise at the discretion of Devizo. Where a debit payment is due on a day that does not occur in a particular month then Devizo will arrange for the payment to occur on the last business day of the month. If the payment is due on a day that is not a business day, Devizo will arrange for the payment to be debited on the immediately following business day. If you wish to change any arrangements in relation to the direct debit, please contact Devizo.

10.2. You must ensure that you have sufficient funds in your nominated account to allow a scheduled direct debit payment to be made. If there are insufficient funds then:

- (a) you may be charged a fee or interest or both by your financial institution
- (b) Devizo may charge you fees

(c) you must arrange for the scheduled payment to be made by another method or arrange for sufficient clear funds to be in your account by an agreed time so that Devizo can process the payment.

10.3. It is up to you to verify that the direct debit payments deducted from your account are correct. You must notify Devizo immediately if you believe that there has been an error in debiting your account. Devizo will investigate any such query and deal with it promptly and in good faith. If your query cannot be resolved to your satisfaction immediately, Devizo will investigate further and notify you of when you can expect a further response. If Devizo determines that it has incorrectly debited your account then it will adjust your account accordingly by crediting your account or otherwise providing you with a refund. If Devizo determines that your account was not incorrectly debited, then Devizo will inform you of the reasons why.

10.4. If Devizo is required to pay GST on a supply made by it in connection with the direct debit arrangements, then you must pay to Devizo an amount equal to the consideration payable or the supply multiplied by the prevailing GST rate on demand.

10.5. The information relating to your direct debit payments will be kept confidential by Devizo and Devizo will make all reasonable efforts to ensure that any such information is kept secure and to ensure that any employees or agents of Devizo who have access to the information about you do not make any unauthorised use, modification, reproduction or disclosure of that information. Devizo will only disclose the information it has about you to the extent specifically required or authorised by law, for the purpose of managing your direct debit in accordance with these terms and conditions or with your implied or express consent.

11. General matters

VARIATION:

Devizo may vary any provision of this Continuing Credit Contract at any time provided that if it does, it must notify you in writing of the changes and when they commence. If Devizo changes the amount or frequency of payment of any fee or charge or imposes a new fee or charge or changes the amount or method of calculation, number, frequency or time for payment of any repayments then it will tell you in writing before the change takes effect unless the change reduces your obligations under this Continuing Credit Contract in which case you will be notified in due course. Any amendment or variation of the Continuing Credit Contract does not give rise to a new contract.

WAIVER

Devizo does not waive a right, power or remedy if it fails to exercise or delays in exercising any right, power or remedy. A single or partial exercise of a right, power or remedy does not prevent another or further exercise of that or another right, power or remedy. A waiver by Devizo of a right, power or remedy must be in writing and signed by Devizo.

ASSIGNMENT

Devizo may assign or transfer its rights under this Continuing Credit Contract without notice to you.

GOVERNING LAW

This Continuing Credit Contract is governed by the laws of Victoria, Australia and each party irrevocably and unconditionally submits to the non-exclusive jurisdiction of the courts of Victoria, Australia.

NOTICES

Any notice provided by you or Devizo under the Continuing Credit Contract must be in writing.

LIABILITY FOR GOODS AND SERVICES

Devizo bears no responsibility or liability in connection with or in relation to the goods or services purchased by you in respect of which you utilise your Devizo Zero Account. Any problems, issues or claims in relation to the goods or services acquired should be raised with the relevant Participating Merchant.

SEVERABILITY

If any of the Terms and Conditions are held to be invalid, illegal or unenforceable for any reason then the affected Terms and Conditions will be severed from the Continuing Credit Contract and the remaining Terms and Conditions will remain valid and enforceable.

12. Defined terms

IN THIS CONTINUING CREDIT CONTRACT:

Amount of Credit means the amount of credit available in connection with your Devizo Zero Account.

Application means an application to Devizo for a Devizo Zero Account.

Application Form means the application form you complete to apply for your Devizo Zero Account or a subsequent advance of credit.

Credit and Repayment Schedule means the schedule prepared in connection with an Application in accordance with the Terms and Conditions in relation to a purchase from a Participating Merchant.

Continuing Credit Contract means the contract between you and Devizo in relation to your Devizo Zero Account the terms of which are contained in these Terms and Conditions, each Application Form and each Credit and Repayment Schedule entered into by you in respect of your Devizo Zero Account.

Credit Limit is the Initial Credit Amount plus any fees and charges debited to your Devizo Zero Account with the Initial Credit Amount or such other amount as we agree is your Credit Limit.

Default Notice means the written notice provided to you by Devizo notifying you that you are in default of your Continuing Credit Contract, setting out the particulars of the default and advising you on the means to rectify the default (if available).

Devizo means Devizo Pty Ltd ABN 24 605 735 535 or any wholly owned subsidiary of Devizo Pty Ltd and their successors and assigns.

Devizo Zero Account means your continuing credit facility provided by Devizo.

Initial Credit Amount has the meaning given in clause 1.1.

Late Payment Notice means a notice provided to you by Devizo if you fail to make a payment by the due date for that payment.

Participating Merchant means an entity that will accept payment for goods and services by applying your Devizo Zero Account.

Terms and Conditions means these terms and conditions.

CUSTOMER TERMS & CONDITIONS



These consumer terms and conditions form the basis of your contract with Payright for your Devizo Zero Account.

The full details of your Continuing Credit Contract with Devizo are included in:

- these Terms and Conditions
- the Application Form, and
- the Credit and Repayment Schedule.

1. How to apply for your Devizo Zero Account

1.1. An application for a Devizo Zero Account can be made at a Participating Merchant by completing an Application Form and entering into a Credit and Repayment Schedule (which will be prepared by the Participating Merchant in connection with your application) in relation to a proposed purchase. If your application is approved, you will be provided with an amount of credit to apply to your intended purchase from that Participating Merchant. This amount of credit is your Initial Credit Amount.

1.2 If you wish to make subsequent purchases using your Devizo Zero Account, you will be required to complete a new Application Form and meet the conditions in clauses 3.3 and 3.4. You will enter into a new Credit and Repayment Schedule in relation to each subsequent purchase. Each application for credit will be assessed at the time it is made.

1.3 A Devizo Zero Account can only be used to make purchases from Participating Merchants.

1.4. By submitting your Application Form you accept these Terms and Conditions and agree to be bound by them.

1.5. To apply for a Devizo Zero Account you must (among other things):

- Be an Australian citizen or permanent resident.
- Be over 18 years of age.
- Work a minimum of 30 hours per week.
- Be employed on a permanent basis (either full time or permanent part time) or be self-employed). You must supply your employer's details for verification purposes.
- Supply at least two forms of suitable identification when you submit your Application Form at a Participating Merchant. You will be required to provide a valid Australian driver's licence and one other form of acceptable identification. Acceptable forms of identification include a valid Australian passport, Medicare card or ImmiCard.
- Provide suitable credit card or bank account details for the purpose of authorising regular direct debit repayments.

2. Your representations

2.1. By accepting these Terms and Conditions you acknowledge that Devizo has agreed to establish your Devizo Zero Account based on the information contained in your Application Form and you represent and warrant to Devizo that the information that you have provided in your Application Form is true and correct in every respect. If any of your personal details change (including your name or any contact details) or there is any change to your financial situation that may make it difficult for you to meet your repayment obligations under your Devizo Zero Account, then you must notify Devizo immediately. If you do not notify Devizo of any changes to your personal information or financial situation then Devizo will not be responsible for any issues or claims that may arise as a result of it being unaware of your changed circumstances.

2.2. By accepting these Terms and Conditions you also:

- consent to Devizo using your personal information to administer your Devizo Zero Account;
- consent to Participating Merchants with which you have used your Devizo Zero Account to make purchases making use of your personal information to administer and facilitate your purchase and related payments;
- consent to Devizo using your personal information in respect of its dealings with credit reporting agencies in relation to your application for a Devizo Zero Account and Devizo's subsequent management of your Devizo Zero Account;
- agree to repay all amounts charged to your Devizo Zero Account including all applicable fees and charges and any other amount properly charged in accordance with this Continuing Credit Contract; and
- warrant that the account details that you have provided in the Application Form for the purpose of the direct debit payments are true and correct and that direct debiting is available in connection with the nominated account.

3. How your account works

3.1. When Devizo receives your Application Form it will assess your application for credit in relation to the proposed purchase. Devizo reserves the right to approve or deny your initial application at its complete discretion. If it is your first application and Devizo decides that you are suitable, it will notify you that the Continuing Credit Contract is in effect and open your Devizo Zero Account immediately after which you will be able to use it for your proposed purchase. You will receive a welcome letter from Devizo Informing you of the details of your Devizo Zero Account.

3.2. After the Initial Credit Amount is advanced, the Amount of Credit available through your Devizo Zero Account will be set to zero. You will not be able to request any further credit advances to make subsequent purchases until you have repaid some of the Initial Credit Amount.

3.3. Subject to clause 3.4, if you already have a Devizo Zero Account and you have repaid some of the Initial Credit

Amount and any fees and charges, you may request further amounts of credit. The amount you may request is the difference between your Credit Limit and the amount outstanding under the Devizo Zero Account.

3.4. Devizo will only approve your request for a further advance if:

- you have completed an Application Form;
- you are not in default under this Continuing Credit Contract and you have not been late on more than 3 repayments;
- your Devizo Zero Account has not been closed, suspended or terminated;
- you provide any documentation necessary by Devizo or the Participating Merchant to consider you application; and
- you provide any documents Devizo may reasonably require from time to time.

3.5. A separate Credit and Repayment Schedule will be provided for each subsequent purchase.

3.6. You may not be entitled to use your Devizo Zero Account to pay for the entire cost of a purchase from a Participating Merchant. After assessing your Application, Devizo will advise the Participating Merchant of the Amount of Credit available to you in relation to the proposed purchase. You may be required to pay part of the purchase price directly to the Participating Merchant by way of deposit. Devizo will advise the Participating Merchant of the minimum deposit required in relation to particular purchase (if any). You must pay any required deposit to the Participating Merchant before applying your Devizo Zero Account to the balance.

3.7. Your Devizo Zero Account is not transferable and can only be used by you.

3.9. Devizo may review your Devizo Zero Account at any time and you must provide Devizo with any information it reasonably requires to conduct such review.

3.10. You may cancel your Devizo Zero Account at any time by notice to us provided any outstanding amounts have been paid and your Devizo Zero Account balance is zero.

3.11. Devizo may close your Devizo Zero Account if outstanding amounts have been paid and your account balance has been zero for at least 12 months. Devizo will give you 30 days' notice of its intention to close your account.

3.12. You must pay any outstanding amounts due under your Devizo Zero Account immediately on giving or receiving notice that it is to be closed.

3.13. If you wish to open a new Devizo Zero Account after your Devizo Zero Account has been cancelled, you will have to re-apply to Devizo. Devizo reserves the right to approve or deny this new application at its sole discretion. If your application for a new Devizo Zero Account is approved, it will form a new Continuing Credit Contract between you and Devizo.

4. Fees and charges

4.1. Devizo will not charge you any interest on any credit provided by us to you through your Devizo Zero Account. However, you will be required to pay the fees set out in the Credit and Repayment Schedule. Devizo will not charge you any fees for providing credit under this Continuing Credit Contract that exceed \$200 in the first 12 months after you open your Devizo Zero Account or \$125 in any subsequent 12 month period.

4.2. You may also be required to pay additional reasonable fees related to the enforcement of the Continuing Credit Contract if you are in default such as late payment fees or enforcement costs. These fees are not for providing the credit and do not fall within the limit described in clause 4.1.

4.3. Late payment fees will only be charged if you fail to make any scheduled repayments or if you fail to pay the total amount due under a Credit and Repayment Schedule by the due date. You will be notified of any applicable late payment fees in a Late Payment Notice. These fees are not for providing the credit and do not fall within the limit described above.

4.4. While your Devizo Zero Account remains active, Devizo may continue to charge account keeping fees which will be debited from your nominated account in accordance with the direct debit direction in the Application Form. This account keeping fee will be a monthly charge. Where there is an outstanding amount due under an existing Credit and Repayment Schedule, the monthly account keeping fee will be debited at the same time as a fortnightly repayment due under the Credit and Repayment Schedule (typically every second repayment). Where there is no existing Credit and Repayment Schedule, account keeping fees will be charged monthly on the final business day of the month.

4.5. Devizo may charge to your Devizo Zero Account any fees or charges arising under the Continuing Credit Contract including any late payment fees or enforcement fees.

5. Making purchases

5.1. You will be required to submit an Application Form and enter into a Credit and Repayment Schedule in relation to each purchase you make using your Devizo Zero Account. The Credit and Repayment Schedule will set out the:

- establishment fee (for new Devizo Zero Accounts only)
- Amount of Credit applicable to the purchase
- total purchase price
- number and amount of minimum repayments required
- frequency of payments under the direct debit repayment plan, and
- applicable fees and charges.

5.2. Your Devizo Zero Account will remain active and available for you to make additional purchases unless your Devizo Zero Account is closed in accordance with these Terms and Conditions.

6. Making payments

6.1. Payments will be made by direct debit at regular intervals in accordance with the direct debit information provided by you in the Application Form and these Terms and Conditions. Each Credit and Repayment Schedule will set out the frequency and amount of the direct debit repayments required to satisfy payment of any applicable fees and charges and repayment of the credit provided.

6.2. You can make additional repayments at any time or repay the total amount owing under a Credit and Repayment Schedule at any time. Devizo may charge you an additional payment fee in respect of any additional repayments you make. This additional payment fee is included in the calculation of the maximum fee amount in clause 4.1. For as long as there is an outstanding balance in respect of a Credit and Repayment Schedule you will be required to make the minimum repayments required in accordance with the direct debit arrangements regardless of whether you have made any additional repayments.

6.3. If you fail to make a minimum repayment by the due date then Devizo may issue you with a Late Payment Notice and charge you a late payment fee.

6.4. Devizo may use any payment it receives from you to satisfy any amount that you are due to pay in any manner it chooses. For example, Devizo may choose to apply a payment in satisfaction of outstanding enforcement fees or late payment fees in priority to any outstanding scheduled minimum repayments. Ordinarily, Devizo will apply payments in the following order:

- enforcement fees
- late payment fees
- other fees and charges,
- outstanding balances in relation to purchases.

7. Statements, notices and other information

7.1. You will be issued with statements by Devizo upon request.

7.2. You should check your statements carefully to ensure that you agree with all of the entries. If you think there is an error on your statement, you must contact Devizo immediately or you may be liable for the error.

7.3. Devizo will send you statements, notices and other information by email unless you nominate an alternative preferred method of communication or Devizo decides otherwise. Sometimes Devizo may email you with a link to information or notices that have been posted on its website.

7.4. Devizo will not send you paper statements unless you specifically request them or Devizo chooses to do so, at its discretion. If you would like to receive paper statements, please contact Devizo to request this.

7.5. You are responsible for ensuring that Devizo has your most recent email address and for regularly checking your nominated email account for information from Devizo regarding your Devizo Zero Account.

7.6. If you request a copy of any statement, notice or other information that has been sent to you by email, Devizo may charge you a fee for providing a paper copy.

8. Default

8.1. You will be in default if you:

- fail to pay the amount set out in a Late Payment Notice by the due date for payment;
 - fail to repay the total amount of credit provided together with all applicable fees and charges by the final due date for payment notified in the Credit and Repayment Schedule or otherwise agreed with Devizo; or
 - breach any provision of this Continuing Credit Contract.
- 8.2. If you are in default Devizo may do any or all of the following:
- close, cancel or suspend your Devizo Zero Account;
 - require you to pay all or part of the outstanding balance of your Devizo Zero Account; and
 - take further action to enforce its rights and recover the amounts due including (but not limited to) referring you to a credit and collection agency.

8.3. Ordinarily, Devizo will issue you with a Default Notice before it exercises any of its other rights. The Default Notice will advise you of the default and notify you of how to remedy it and by when it must be remedied. If you do not or cannot remedy the default within the time set out in a Default Notice all amounts you owe to Devizo in your Devizo Zero Account and otherwise in connection with this Continuing Credit Contract will immediately become due and payable and Devizo may take further action to enforce its rights and recover the amounts due.

8.4. If Devizo believes that you have fraudulently induced it to enter into this Continuing Credit Contract, or Devizo cannot locate you after making reasonable attempts to do so, or is otherwise authorised by a court or tribunal, then the amount outstanding in your Devizo Zero Account will immediately become due and payable without prior notice to you.

8.5. If your Devizo Zero Account is closed, cancelled or suspended, you must still make payments in accordance with any applicable Credit and Repayment Schedules until the outstanding balance of your Devizo Zero Account is paid in full.

8.6. You will be responsible for paying any reasonable costs incurred by Devizo in enforcing this Continuing Credit Contract including the costs of any third party engaged by Devizo to enforce this Continuing Credit Contract and recover outstanding monies.