

Revolving Credit Contract

Credit Corp Financial Solutions Pty Limited (5741267) NZBN 9429041833148 trading as Wallet Wizard offers you a revolving credit facility for the Credit Limit specified in the Loan Schedule (and Disclosure Statement) and on the Terms and Conditions set out in this contract ("**Contract**").

*** IMPORTANT ***

This document sets out key information about your revolving credit contract with us.

Keep a copy of it in a safe place.

The law gives you a limited right to cancel this revolving credit contract (see page 3 for further details). Note that strict time limits apply.

BEFORE YOU SIGN

You should read this document thoroughly.

You should seek independent advice if there is anything in this document you do not understand.
Fill in or cross out any blank spaces.

LOAN SCHEDULE (AND DISCLOSURE STATEMENT)

This constitutes an initial disclosure statement under section 17 of the Credit Contracts and Consumer Finance Act 2003 for revolving credit contracts.

Creditor:	Credit Corp Financial Solutions Pty Limited
Trading name (if different):	Wallet Wizard
Address (physical):	Level 15, 201 Kent Street, Sydney, NSW 2000, Australia
Address (postal):	PO Box 83000, Johnsonville, Wellington 6440
Facsimile:	0800 358 745
Email:	hello@walletwizard.co.nz

You may send notices to us by:

- (a) writing to us at our postal address; or
- (b) sending a fax to the number specified; or
- (c) sending an email to the address specified.

Borrower:	Mr John Citizen
Address:	204 Woodstock PLACE, Stoke NELSON 7011
Customer number:	WCZ9966910
Loan number:	WZ00057239
E-mail:	docs@walletwizard.com.au

Disclosures	
Initial Unpaid Balance	<p>This is the amount you owe as at the Disclosure Date (including any fees charged by us):</p> <p>\$1,100.00</p>
Credit Limit	\$1,100.00. This Contract allows us to vary the Credit Limit.
Annual Percentage Rate	The current annual percentage rate (excluding any promotional rate) is 47.8% (this rate may vary).
Method of Charging Interest	<p>Interest charges are calculated by multiplying the unpaid daily balance at the end of the day by a daily interest rate. The daily interest rate is calculated by dividing the Annual Percentage Rate by 365.</p> <p>Interest is charged to your account FORTNIGHTLY.</p> <p>This Contract allows us to vary how we calculate and charge interest.</p>
Minimum Repayments	<p>You are required to make the minimum repayment shown on your Statement of Account by the due date. The amount of each minimum repayment will be the lower of:</p> <p style="padding-left: 40px;">(a) \$68.56 or</p> <p style="padding-left: 40px;">(b) the unpaid balance of the Facility on the Statement Date.</p> <p>You may choose to pay more than the minimum repayment.</p> <p>This Contract allows us to vary the minimum repayment.</p>
Repayment Frequency	<p>Your first Minimum Repayment will be due on 07/02/2019 and Minimum Repayments will be due FORTNIGHTLY thereafter. The date that Minimum Repayments are due will be specified in your Statement of Account.</p> <p>This Contract allows us to vary the time when you must pay.</p>

Credit Fees and Charges**	<p>The following credit fees and charges (which are not included in the initial unpaid balance) are, or may become, payable by you under, or in connection with, this Contract:</p> <p>Establishment Fee – Charged concurrently with your first repayment \$20.00</p> <p>Annual Fee – Charged on the opening of the Facility and annually thereafter on the anniversary of the date on which the Facility commenced. \$0.00</p> <p>Service Fee – Charged FORTNIGHTLY on the due date of each payment in a Statement Cycle. \$0.00</p> <p>You will only have to pay to us the following Credit Fees and Charges in specified circumstances:</p> <p>Direct Debit Reversal Fee – Payable by you in the event that a direct debit request is not honoured. \$0.00</p> <p>Credit Limit Increase Fee – Payable by you upon our approval of a credit limit increase request. \$20.00</p> <p>Over Limit Fee – Payable by you whenever the unpaid balance of the Facility exceeds the Credit Limit. \$0.00</p> <p>Manual Payment Fee – Payable by you upon our receipt of each payment made by you using any method other than direct debit. \$0.00</p> <p>This Contract allows us to vary the Credit Fees and Charges or impose new Credit Fees and Charges.</p>
Default Fees	<p>In the event of a breach of this Contract or on the enforcement of this Contract, the following default fees are payable:</p> <p>\$0.00</p> <p>This Contract allows us to vary the Default Fees or impose new Default Fees.</p>

Changes we can make without your consent	<p>Under this Contract, we may do any of the following without your consent:</p> <ul style="list-style-type: none"> • vary the Annual Percentage Rate, Credit Fees and Charges, Default Fees, Minimum Repayment, the time within which you must pay, how we calculate interest, how often we debit interest; • impose new credit fees and charges or default fees; • reduce the Credit Limit.
Statement Cycle (frequency of statements)	<p>We are required to provide you with regular statements. The statements will give you information about your account (e.g. any interest or fees charged during the statement period) and the amount and timing of your next payment.</p> <p>We will send you statements of account: FORTNIGHTLY</p> <p>First expected statement date: 04/02/2019</p>
Nominated Account	<p>Funds will be disbursed to your nominated bank account 021234 1234566 01</p> <p><i>Refer to your Direct Debit Request for the account from which you have nominated direct debits to be performed.</i></p>
Redraws of Available Credit	<p>Your Minimum Redraw Request Amount is your available credit once it reaches the lower of \$500 or 25% of the Credit Limit.</p> <p><i>Refer to the Terms and Conditions for further information about redraws and eligibility requirements.</i></p>
Right to Cancel	<p>You are entitled to cancel this Contract by giving notice to us.</p> <p>Time limits</p> <p>You must give notice that you intend to cancel this Contract within 5 business days of the Disclosure Date. Saturdays, Sundays and national public holidays are not counted as business days.</p> <p>How to cancel</p> <p>To cancel, you must give us written notice that you intend to cancel this Contract by:</p> <ul style="list-style-type: none"> (a) giving notice to us or an employee or agent of us; or (b) posting the notice to us or an agent of us; or (c) emailing your written notice to us at hello@walletwizard.co.nz; or (d) posting your written notice to us at Wallet Wizard, PO Box 83000, Johnsonville, Wellington 6440

	<p>You must also return to us any advance or other property received by you under this Contract.</p> <p>What you may have to pay if you cancel</p> <p>If you cancel this Contract, we can charge you:</p> <ul style="list-style-type: none"> (a) the amount of any reasonable expenses we had to pay in connection with this Contract and its cancellation, (including legal fees and credit report fees, etc.); (b) interest for the period from the day you received the advance until the day you repay the advance. <p>This statement is only a summary of your cancellation rights and obligations. If you want more information, or if you think that we are being unreasonable in any way, you should seek legal advice immediately.</p>
<p>Unforeseen Hardship</p>	<p>If you are unable reasonably to keep up your payments or other obligations because of illness, injury, loss of employment, the end of a relationship, or other reasonable cause, you may be able to apply to us for a hardship variation.</p> <p>To apply for a hardship variation, you need to:</p> <ul style="list-style-type: none"> (a) make an application in writing; and (b) explain your reason(s) for the application; and (c) request a postponement of the date on which payments are due under this Contract (specify the period for which you want this to apply) and (d) give the application to us. <p>Do this as soon as possible. If you leave it for too long, we may not have to consider your application.</p>
<p>Dispute Resolution</p>	<p>The name of the dispute resolution scheme is Financial Services Complaints Limited.</p> <p>It is free to make a complaint to this independent dispute resolution scheme. The scheme can help you to resolve any disagreements you have with us.</p> <p>Contact details of the dispute resolution scheme are:</p> <p>Phone: 0800 347 257</p> <p>Website: www.fscl.org.nz</p> <p>Business address: Level 4, 101 Lambton Quay, Wellington 6011</p>
<p>Consent to electronic communication</p>	<p>We consent to receive notices or other communications from you in electronic form, whether by means of an electronic communication or otherwise,</p>

** These disclosures are made based on the following assumptions, as at the Disclosure Date, as applicable:

- We do not vary
 - o The Annual Percentage Rate during the term of the Facility;

- Any Credit Fee and Charge;
- We do not introduce a new Credit Fee and Charge;
- You make payments as required under this Contract;
- Any day on which you are required to make a payment is a business day.

The disclosures we are required to make in this Loan Schedule (and Disclosure Statement) are made as at 16/01/2019.

Words or phrases used in this Loan Schedule (and Disclosure Statement) have the same meaning as those used in the Terms and Conditions. References to "signing" this Contract will be deemed to include acceptance online.

If you accept this Contract, this Contract will form a binding agreement between you and us. Acceptance of this Contract includes acceptance online. We reserve the right to refuse access to the Facility within 7 days after notifying you that your credit application has been successful if we need to do so in accordance with lender responsibility principles contained in section 9C of the CCCFA.



Oliver Priddin

16/01/2019

Revolving Credit Contract

TERMS AND CONDITIONS

These Terms and Conditions and the Loan Schedule (and Disclosure Statement) together comprise the Contract. They should be read together.

1. PRECONDITIONS TO FACILITY

- 1.1 We may refuse to give you access to the Credit Limit under the Facility if in our opinion:
- (a) there is a material change in your financial position;
 - (b) you may be experiencing hardship;
 - (c) the information you provided to us in applying for credit under the Facility was inaccurate, incomplete or was misleading or deceptive in any material way; or
 - (d) giving access will be a breach of the lender responsibility principles in section 9C of the CCCFA.
- 1.2 If you have an existing credit facility with us at the time of entering into this Contract, before we will give you access to the Credit Limit under the Facility, any unpaid balance of the existing credit facility must be transferred to the Facility and the Credit Limit under the Facility will include the unpaid balance of the existing credit facility.

2. CREDIT LIMIT

- 2.1 Subject to Clause 1 and the other terms of this Contract, we agree to provide you with credit up to the Credit Limit. The full amount of the Credit Limit, less any Credit Fees and Charges that are immediately payable and the amount of any balance transfer, will be advanced to you when you draw down on the Facility.
- 2.2 You agree not to exceed the Credit Limit.
- 2.3 We may reduce the Credit Limit to the balance of your account at any time. We do not have to notify you beforehand but we must notify you as soon as practicable afterwards.
- 2.4 Any application by you to increase the Credit Limit will be subject to approval at our discretion and is subject to a Credit Limit Increase Fee.

3. REPAYMENTS

- 3.1 You must pay to us the Minimum Repayment as and when specified in the Loan Schedule (and Disclosure Statement), subject to other terms of this Contract.
- 3.2 You must also pay us immediately the amount required to reduce the balance of the account to the Credit Limit if you exceed the Credit Limit.
- 3.3 If we do not receive value for a cheque or direct credit, we may:
- (a) reverse the credit; and
 - (b) charge you interest; and
 - (c) exercise any right or remedy under this Contract,
- as if the repayment had never been made.

If you have 2 or more accounts with us and you do not tell us which account we are to credit with any repayment, we may credit the repayment to the balance outstanding under any account as we choose.

- 3.4 Unless otherwise required by law, or unless we agree otherwise with you on your request, we may apply any payment from you to:
- (a) Credit Fees and Charges, Default Fees, interest or principal in the order we choose; and
 - (b) the most recent debit to your account.

- 3.5 If you make a repayment or repayments which in aggregate exceed the amount of the Minimum Repayment required for that Statement Cycle, this will not affect your obligation to pay the Minimum Repayment due in the same or any subsequent Statement Cycle, unless we have agreed in advance in writing to vary your repayment arrangements.
- 3.6 Any monies in credit on the Facility may be transferred to your Nominated Account or any other account that you notify us of in writing in advance for that purpose. We will not pay interest on any such monies while held by us.
- 3.7 You must make all payments due under this Contract, except to the extent permitted by law, without any deduction, set-off, counterclaim or condition.
- 3.8 You must make all payments due under this Contract by way of direct debit pursuant to the terms of the Direct Debit Request, unless we have agreed otherwise in advance in writing. You may make additional payments by direct debit or direct deposit into our bank account by first contacting us on 0800 480 430.
- 3.9 Payments are received by us when funds are credited to your account (if payment is made by way of direct debit) or when funds have cleared (if payment is made by way of bank cheque or money order). It is your responsibility to ensure that payments are made by the due date.
- 3.10 If you cannot make a payment by its due date, you should contact us immediately.

4. REDRAWS ON THE FACILITY

- 4.1 After you have made repayments to reduce the balance outstanding on the Facility, you may submit to us a Redraw Application if you wish to redraw on the Facility up to the Credit Limit. A Redraw Application must be made through the members' area on our website: www.walletwizard.co.nz or by any other method that we advise you of in writing.
- 4.2 All Redraw Applications are subject to our approval and we reserve the right to decline any Redraw Application. We may refuse to approve a Redraw Application if:
- (a) the Credit Limit would be exceeded;
 - (b) there are overdue amounts payable under the Facility;
 - (c) in our opinion there has been a material change in your financial position;
 - (d) in our opinion you may be experiencing hardship;
 - (e) in our opinion the information you provided to us in applying for credit under this Facility or in submitting a Redraw Application was inaccurate, incomplete or was misleading or deceptive in any material way;
 - (f) the redraw amount is below any minimum amount specified in the Loan Schedule (and Disclosure Statement); or
 - (g) allowing the Redraw Application would be a breach of the lender responsibility principles as set out in section 9C of the CCCFA.

4.3 We reserve the right to decline any Redraw Application submitted to us.

4.4 Any redraws will reduce the amount of available funds under the Facility.

5. INTEREST CHARGES

- 5.1 Interest is calculated on a daily basis by multiplying the unpaid daily balance of the account at the end of the day by the daily percentage rate. The daily percentage rate is the Annual Percentage Rate divided by 365.
- 5.2 We will debit interest weekly, fortnightly or monthly [and we may also debit interest on the day you pay the balance of your account].

6. CREDIT FEES AND CHARGES

We may debit the Credit Fees and Charges to your account.

7. VARIATIONS

We may vary the Contract in the following ways:

7.1 Changes to the Annual Percentage Rate

We may increase the Annual Percentage Rate by providing you with written notice of the increase on or before the day on which the increase takes effect. Written notice may not be given where we reduce the Annual Percentage Rate unless required by the CCCFA.

7.2 Changes in the method of calculating interest charges

We may vary how we calculate interest or how often interest is debited. If the variation increases your obligations, we will provide you with written notice of the change no later than 20 days before the increase takes effect. If the variation reduces your obligations, we will not provide you with notice of the changes unless required by the CCCFA.

7.3 Changes to Credit Fees and Charges or Default Fees

(a) We may:

- i. vary the amount of any Credit Fee and Charge or Default Fee; or
- ii. introduce a new Credit Fee and Charge or Default Fee; or
- iii. vary the method in which a Credit Fee and Charge or Default Fee is calculated; or
- iv. vary the time or frequency of payment of a Credit Fee and Charge or Default Fee.

(b) If any of the above variations increases your obligations, we will provide you with notice no later than 30 days before the increase takes effect by giving you written notice.

(c) Where the variation reduces or abolishes a Credit Fee and Charge or Default Fee or does not increase your obligations, we will advise you of the change in your next Statement of Account.

7.4 Changes to repayments

(a) We may vary:

- i. the amount, frequency or time of repayments; or
- ii. the method of calculating repayments; or
- iii. the method of calculating the Minimum Repayment.

(b) If any of the above variations increases your obligations, we will provide you with notice no later than 60 days before the increase takes effect by giving you written notice.

(c) Where the variation does not increase your obligations, we will advise you of the change in your next Statement of Account.

7.5 Right to terminate

If we unilaterally vary this Contract in accordance with clauses 7.1 to 7.4 in a manner that increases your obligations, you have the option to terminate this Contract on not less than

20 days' written notice to us. Upon termination you must pay us the unpaid balance on your Facility immediately.

7.6 **Other variations**

Except for unilateral variations specifically permitted under this Contract, this Contract can only be varied where both parties agree.

8. DEFAULT AND ENFORCEMENT

8.1 You are in default under this Contract if:

- (a) you exceed the Credit Limit by more than \$50;
- (b) you do not make a repayment in full by the date it is due;
- (c) you breach any term of this Contract;
- (d) you become bankrupt;
- (e) you seek to make an arrangement or composition with your creditors under a law dealing with bankruptcy; or
- (f) we believe on reasonable grounds that you have deliberately provided information to us which is false or incorrect.

8.2 If you are in default, we may send you a default notice. The notice will tell you:

- (a) what the default is;
- (b) what you have to do to remedy the default;
- (c) that you have to remedy the default within the specified period (at least 30 days from the date of the notice); and
- (d) about your options and what can happen if the default is not remedied.

8.3 If you do not comply with the default notice, you become liable to pay us the unpaid balance on your Facility immediately.

8.4 If you fail to do anything that this Contract requires you to do, we may:

- (a) do the thing as required;
- (b) do it in your name; and
- (c) do it at your expense and debit your account for the expense.

9. DEFAULT FEES

9.1 If you are in default under this Contract, we may charge you Default Fees. We may debit the Default Fees to your account.

9.2 A Default Fee may include an expense, fee or charge for doing any of the following under this Contract:

- (a) enforcing any right we have;
- (b) attempting to enforce any right;
- (c) performing any of your obligations in accordance with Clause 8.4;
- (d) protecting any right;
- (e) waiving any right;
- (f) contemplating the enforcement of any right;
- (g) sending an arrears letter or default notice before commencing enforcement proceedings.

A Default Fee may also include any expense, fee or charge we have to pay on the dishonour of a cheque or any other payment instrument given to us for a payment in relation to this Contract.

10. MISCELLANEOUS MATTERS**10.1 Warranty that information, representations and documents are correct**

You warrant that all information, representations and documents that you, or any other person acting on your behalf, provide to us in connection with your credit application are true and correct.

10.2 No Waiver of Our Rights

- (a) We do not waive any of our rights under this Contract, unless we do so expressly and in writing.
- (b) If we waive our rights, this does not change or reduce our rights unless the law says it does or we tell you in writing it does.

10.3 Taxes and Expenses

We may debit your account with any government tax or stamp duty payable in connection with this Contract.

10.4 Payment on a Business Day

- (a) If you must make a payment or do any other thing on or by a day that is not a business day, you must make the payment or do the other thing by the next business day.
- (b) If a day on which we would debit an interest charge or Credit Fee and Charge or Default Fee is a day that is not a business day, we will debit the interest charge or Credit Fee and Charge or Default Fee on the next business day.

10.5 Joint Borrowers - Obligations are Separate & Together

If there is more than one Borrower, each of you is liable to us separately for the balance of the loan as well as together.

10.6 Assignment

You agree that we may transfer or assign our rights under this Contract without consent from you, if we choose to do so. In doing so, you consent to us giving any information (including documents) about you to the assignee or to anyone who is considering becoming an assignee. If our rights under this Contract are assigned to another person, or pass by law to another person, you will have (and may exercise) the same rights in respect of the Contract against the assignee as you have against us.

10.7 Set Off

We may set off any debt or monetary liability we owe you under this Contract against amounts which are due and payable by you under this Contract or any other contract that you have with us.

10.8 Certificates

We may give you a certificate about any matter concerning this Contract, including any amount payable in connection with the Facility. Unless you prove that our certificate is incorrect, it is sufficient evidence of the matter or amount.

10.9 Severability

If any part of this Contract is invalid, unenforceable or in breach of any law, it is not included in this Contract. The remainder of this Contract continues in full force and effect.

10.10 Entire Contract

This Contract sets out all the terms between you and us concerning the use and operation of the Facility. This Contract supersedes any other representation, promise or statement made by us or any of our employees or agents in relation to the Facility.

10.11 Governing Law

This Contract is governed by the law in force in New Zealand. You irrevocably and unconditionally submit to the exclusive jurisdiction of the courts of New Zealand.

10.12 **Statement of Account**

- (a) You consent to us issuing a Statement of Account to you electronically each Statement Cycle. You may request a copy of the Statement of Account be posted to you if preferred. Amounts shown on your Statement of Account will be expressed in New Zealand dollars.

You are responsible for checking each Statement of Account carefully as soon as you receive it. If you dispute any transactions noted on the Statement of Account, you must notify us immediately.

10.13 **Communications**

- (a) By inserting your email address in the Loan Schedule (and Disclosure Statement) you authorise us to use email for communication purposes, including the giving and receiving of documents, notices or information.
- (b) You must tell us if you change your name, your residential, postal or email address, your telephone or mobile number or your employment.
- (c) If you have to give us a document then you can:
- i. leave it at our office address as shown on the Loan Schedule (and Disclosure Statement), or any other address we tell you; or
 - ii. send it to our facsimile number as shown on the Loan Schedule (and Disclosure Statement); or
 - iii. email it to our email address as shown in the Loan Schedule (and Disclosure Statement).
- (d) Unless stated otherwise, if we need to give you a document we can do so by:
- i. delivering it to you personally; or
 - ii. leaving it at, or sending it by post to, your residential or postal address that you last provided to us; or
 - iii. where permitted by applicable legislation, sending it by email to the email address that you last provided to us; or
 - iv. where permitted by applicable legislation, making it available on our website: www.walletwizard.co.nz
- (e) If you have provided us with your email address you must:
- i. regularly check your email address to see if you have received any emails from us;
 - ii. maintain and check your Electronic Equipment and your email address regularly to ensure it is always capable of receiving emails from us; and
 - iii. you are responsible for printing or saving important documents, and we strongly recommend that you do so.
- (f) You may cancel your authorisation to receive documents by email at any time, by notifying us in accordance with this clause.

10.14 **Third Party Accounts**

- (a) We use Yodlee, Inc (Service Provider) and or Proviso Pty Ltd (Service Provider) as our third party service providers to enable us to securely access your bank statements for verification purposes when you apply to us for credit and when you submit a Redraw Application. Your internet banking log-in details are needed to be able to do this.
- (b) The Service Provider is a third party beneficiary under these Terms and Conditions with all the rights, benefits and protections as if it were a party to these Terms and Conditions. By agreeing to these Terms and Conditions, you authorise us and the Service Provider to access third party sites designated by you, on your behalf, to retrieve information requested by you, and to register for accounts requested by you, when you apply to us for credit and when you submit a Redraw Application.
- (c) By agreeing to these Terms and Conditions, you appoint us and the Service Provider as your agent to access third party internet sites, servers or documents, retrieve information and use your information when you apply to us for credit and when you submit a Redraw Application.
- (d) You acknowledge and agree that when we or the Service Provider access and retrieve information from third party sites, we and the Service Provider are acting as your agent and not as agent for, or on behalf of, the third party.

10.15 **Electronic Acceptance**

You:


- (a) acknowledge and agree that both you and us have or will sign this Contract electronically; and
- (b) consent to providing your signature electronically for the purposes of this Contract, the Direct Debit Request and the Privacy Disclosure Statement & Consent.

11. **DEFINITIONS AND INTERPRETATION**

In this Contract:

- (a) **“CCCFA”** means the Credit Contracts and Consumer Finance Act 2003;
- (b) **“Credit Limit”** means the maximum level of credit we agree to make available to you under this Contract;
- (c) **“Direct Debit Request”** means the direct debit request and authority authorising us to directly debit your Nominated Account;
- (d) **“Electronic Equipment”** includes but is not limited to a computer, telephone or other electronic device which is capable of receiving emails;
- (e) **“Facility”** means the revolving credit facility to which this Contract relates;
- (f) **“Loan Schedule (and Disclosure Statement)”** means the loan schedule (and disclosure statement) at the front of these Terms and Conditions.
- (g) **“Privacy Disclosure Statement & Consent”** means the privacy disclosure statement & consent authorising us to collect, use and exchange credit and personal information about you for the purposes outlined in that consent;
- (h) **“Redraw Application”** means an application made by you in accordance with clause 4;
- (i) **“Statement Cycle”** means the period from the date of one Statement of Account to the date of the next Statement of Account;
- (j) **“Statement Date”** means the date on which a Statement of Account is issued;
- (k) **“Statement of Account”** means a statement of account provided in accordance with clause 10.12;
- (l) **“Terms and Conditions”** means these terms and conditions;

- (m) a reference to 'we', 'us' or 'our' means Credit Corp Financial Solutions Pty Limited trading as Wallet Wizard;
- (n) a reference to 'you' means the Borrower named in the Loan Schedule (and Disclosure Statement);
- (o) words or phrases not defined in these Terms and Conditions (including **Annual Percentage Rate, Credit Fees and Charges, Default Fees, Disclosure Date, Minimum Repayment** and **Nominated Account**) have the same meaning as in the Loan Schedule (and Disclosure Statement);
- (p) headings are for convenience only and do not affect the interpretation of this Contract;
- (q) words importing the singular include the plural and vice versa;
- (r) words importing gender include any gender;
- (s) other parts of speech and grammatical forms of a word or phrase defined in this Contract have a corresponding meaning;
- (t) a reference to a Clause or Schedule is a reference to a clause or schedule of this Contract;
- (u) a reference to this Contract includes the Loan Schedule (and Disclosure Statement), these Terms and Conditions and any other Schedule to this Contract; and
- (v) a reference to a party to this contract includes that party's successors and permitted assigns.

 <p>Credit Corp Financial Solutions Pty Limited trading as Wallet Wizard PO Box 83000 Johnsonville Wellington 6440</p>	<h2 style="text-align: center;">Direct Debit Request</h2> <p>Contract ID: WZ00057239</p>
<p>Request and Authority to debit the account named below to pay Credit Corp Financial Solutions Pty Limited trading as Wallet Wizard (Wallet Wizard)</p>	
<p>Request and Authority to debit</p>	<p>Your Surname Citizen</p> <p>Your Given names John "you"</p> <p>request and authorise Wallet Wizard to arrange, through its own financial institution, for any amount specified in the Payment details below to be debited from or charged to your account held at the financial institution you have nominated below (Nominated Account).</p> <p>This debit or charge will be made through the Bulk Electronic Clearing System from <i>your</i> Nominated Account and will be subject to the terms and conditions of the Direct Debit Request Service Agreement.</p>
<p>Financial institution at which account is held</p>	<p>Financial institution name: Bank of New Zealand</p>
<p>Details of Nominated Account</p>	<p>Name/s on account: Oliver A Test</p> <p>Account number: 021234 1234566 01</p>
<p>Acknowledgment</p>	<p>By signing this Direct Debit Request you acknowledge having read and understood the terms and conditions governing the debit arrangements between you and Wallet Wizard as set out in this Request and in your Direct Debit Request Service Agreement.</p>
<p>Payment details</p>	<p>All payments required to be made under the consumer loan contract between you and Wallet Wizard to which this Direct Debit Request relates.</p>
<p>Electronic Signature</p>	<p>You Authorise the direct debit and agree to the terms of this Direct Debit Request and the Direct Debit Request Service Agreement.</p>

DIRECT DEBIT REQUEST SERVICE AGREEMENT

This is your Direct Debit Request Service Agreement with Credit Corp Financial Solutions Pty Limited trading as Wallet Wizard. This Agreement 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.

Please keep this Agreement for future reference. It forms part of the terms and conditions of your Direct Debit Request and should be read in conjunction with your Direct Debit Request authorisation. References to "signing" this Agreement will be deemed to include acceptance online.

Definitions

In this Agreement, unless the context otherwise requires:

words defined in the Terms and Conditions have the same meaning in this Agreement (unless otherwise stated);

Nominated Account means the account held at your Financial Institution from which we are authorised to arrange for funds to be debited;

Agreement means this Direct Debit Request Service Agreement;

Banking Day means a day other than a Saturday or a Sunday or a public holiday throughout New Zealand or in New South Wales, Australia;

Debit Day means the day that a payment is due to be made by you to us;

Debit Payment means a particular transaction where a debit is made from your Nominated Account;

Direct Debit Request means the Direct Debit Request between us and you;

Terms and Conditions means the terms and conditions of the consumer loan contract between you and us to which the Direct Debit Request relates;

us or we means Credit Corp Financial Solutions Pty Limited trading as Wallet Wizard;

you means the customer who signed the Direct Debit Request; and

your Financial Institution means the financial institution with which you hold the Nominated Account.

1. **Debiting your Nominated Account**

1.1 By signing the Direct Debit Request or providing us with a valid instruction, you have authorised us to arrange for funds to be debited from your Nominated Account. You should refer to the Direct Debit Request and this Agreement for the terms of the arrangement between us and you.

1.2 We will only arrange for funds to be debited from your Nominated Account as authorised in the Direct Debit Request.

- 1.3 If the Debit Day falls on a day that is not a Banking Day, we may direct your Financial Institution to debit your Nominated Account on the following Banking Day. If you are unsure about the Banking Day on which your Nominated Account has or will be debited, you should contact your Financial Institution.

2. Amendments by us

We may vary any details of this Agreement and/or the Direct Debit Request at any time by giving you fourteen (14) days' written notice.

3. Amendments by you

- 3.1 Subject to clause 3.2, you may, unless you have a contrary obligation to us in accordance with the terms of this Agreement, the Direct Debit Request and/or any other agreement, change the arrangements under the Direct Debit Request by telephoning us during business hours on 0800 480 430, by writing to us, or by arranging it through your Financial Institution, which is required to act promptly on your instructions. We note that your Financial Institution may change your Debit Payment only to the extent of advising us of your new Nominated Account details.
- 3.2 If you wish to stop or defer a Debit Payment, you must notify us in writing at least five (5) days before the next Debit Day.

4. Your obligations

- 4.1 It is your responsibility to ensure that there are sufficient clear funds available in your Nominated Account to allow a Debit Payment to be made in accordance with the Direct Debit Request.
- 4.2 If there is are insufficient clear funds in your Nominated Account to meet a Debit Payment
 - (a) you may be charged a fee and/or interest by your Financial Institution;
 - (b) you may also incur fees or charges imposed or incurred by us;
 - (c) you may be in default under any contract between you and us; and
 - (d) you must arrange for the Debit Payment to be made by another method or arrange for sufficient clear funds to be in your Nominated Account by an agreed time so that we can process the Debit Payment.
- 4.3 You should check your Nominated Account statement to verify that the amounts debited from your Nominated Account are correct.
- 4.4 We may at any time deduct the whole or part of any previous period's Debit Payment that has not been paid as a separate deduction or together with the current amount due if the whole or part of any previous Debit Payment or deduction has not been paid.
- 4.5 If we are liable to pay goods and services tax (GST) on a supply made by us in connection with this Agreement, then you agree to pay us on demand an additional amount equal to the GST payable by us on that supply.

5. Dispute

- 5.1 If you believe that there has been an error in debiting your Nominated Account, you should:

- (a) notify us immediately on 0800 354 780 and
- (b) confirm that notice in writing with us as soon as possible so that we can resolve your query more quickly;

OR

- (c) directly contact your Financial Institution in relation to your query.

5.2 If you notify us in accordance with clauses 5.1(a) and 5.1(b) above and we conclude, as a result of our investigations, that your Nominated Account has been incorrectly debited, we will respond to your query by arranging for your Financial Institution to adjust your Nominated Account accordingly (including interest and charges), by directly crediting your Nominated Account.

5.3 If we conclude as a result of our investigations that your Nominated Account has not been incorrectly debited, we will respond to your query, in writing, by providing you with reasons and any evidence for this finding.

6. Accounts

You should check:

- (a) with your Financial Institution whether direct debiting is available from your Nominated Account as direct debiting is not available on all accounts offered by financial institutions;
- (b) that the Nominated Account details which you have provided to us are correct by checking them against a recent Nominated Account statement; and
- (c) with your Financial Institution if you are uncertain about either of the above matters before completing the Direct Debit Request.

7. Confidentiality

7.1 We will keep any information (including your Nominated Account details) in your Direct Debit Request 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 use, modification, reproduction or disclosure of that information.

7.2 We will only disclose information that we have about you:

- (a) to the extent specifically required by law;
- (b) to our related bodies corporate; and
- (c) for the purposes of this Agreement (including, without limitation, disclosing information in connection with any query or claim).

8. Notice

8.1 If you wish to notify us in writing about anything relating to this Agreement, you should write to the following address:

Credit Corp Financial Solutions Pty Limited
PO Box 83000
Johnsonville
Wellington 6440

8.2 We will notify you by sending a notice in the ordinary post to the address you have given us in the Direct Debit Request (except where any provision of this Agreement allows us to notify you in some other manner).

8.3 Any notice sent by ordinary post in accordance with clauses 8.1 and 8.2 above will be deemed to have been received by the relevant recipient on the third Banking Day after it is posted.

PRIVACY DISCLOSURE STATEMENT & CONSENT

By agreeing to and/or signing this consent, you agree that we can, collect, use, disclose and exchange credit and personal information about you for the purposes outlined in this consent or our privacy policy (“**Privacy Policy**”), in accordance with the Privacy Act 1993 (“**Privacy Act**”) and the Credit Reporting Privacy Code 2004 (“**Privacy Code**”) or otherwise with your permission.

References in this consent to “CCFS”, “we”, “our” are to Credit Corp Financial Solutions Pty Limited, a New Zealand incorporated company. CCFS is part of the Credit Corp Group which comprises Credit Corp Group Limited (an Australian incorporated company) and its subsidiaries (“**Credit Corp Group**”).

Your consent to collection and use of your information

We collect personal and credit information about you in order to:

- assess your application for consumer credit, including your ability to repay the amount of credit and other debts;
- check information about your identity;
- administer your credit contract, including providing you with assistance to manage your consumer credit and other debts;
- collect any amounts you owe us or any company in the Credit Corp Group, including taking enforcement action;
- exercise our rights and fulfil our obligations under your credit contract or under any applicable law;
- manage or better service your future needs; and
- provide you, electronically or by other means, with offers of or information about other goods or services we, any other company in the Credit Corp Group or selected third parties, may be able to provide to you, that we think may be of interest to you, unless you specifically request that we not do so.

We require the information we collect from you to assess your credit application and to manage your credit contract. If you do not provide the information sought we may be unable to process your application, or we may be limited in the other services we can offer you.

Your consent to disclosure of your information

For the purposes set out above, we may disclose personal and credit information about you to:

- other companies in the Credit Corp Group (including to companies and employees outside New Zealand);
- credit reporting and identity verification agencies (as detailed further below), including your name, address, date of birth and other personal identifiers for the purposes of identity verification against the information contained in your credit file. Should you not agree to have your identity verified by these means, please contact us so that we can discuss other options with you;
- any person providing us with guarantees or security in connection with your credit contract and any lender named in your credit report or your credit application;
- insurers;
- third parties which provide CCFS or the Credit Corp Group with services, such as securitisation providers, contractors, agents (including debt collection agents), printers, mail-houses, lawyers, document custodians and computer systems consultants and providers; and
- government agencies or regulators, or anyone else who has rights under your credit contract or any other agreement that you have entered into with a company in the Credit Corp Group or that we are legally required to share your information with,

any other organisation that may wish to acquire, or has acquired, an interest in our business or any rights under your credit contract.

Agreement regarding credit reporting agencies

As appropriate, we may:

1. notify a credit reporting agency that you as an individual have applied for credit with CCFS, the amount of the credit required and that we are your current credit provider;
2. provide your identification details to the credit reporting body;
3. exchange your credit information with the credit reporting body and any lender named in your credit report or in your application; and
4. obtain information about your commercial activities, or commercial credit worthiness, where relevant, from a credit reporting agency.

Credit reporting agencies may retain information that we provide them about you (including default information) and use it to provide their credit reporting services.

In addition to the above, we may notify a credit reporting agency, if any of the following circumstances arise:

1. you have applied for credit with CCFS and we are your current credit provider;
2. your loan repayments are overdue by more than 60 days and collection action has started, or that any such reported repayments are no longer overdue; or
3. in our opinion, you have committed a serious credit infringement (e.g. acted fraudulently or shown an intention not to comply with credit obligations).

Your rights to access and request correction of information that we hold about you

You have the right to access and request correction of any personal information that we hold about you by contacting our privacy officer (“Privacy Officer”) at the details below and in our Privacy Policy.

Our Privacy Policy

Our Privacy Policy is available on our website at <https://uathf.walletwizard.co.nz/privacy-policy>. You can also request a copy of our Privacy Policy by contacting our Privacy Officer by phone on **0800 480 430** or by email at customercare@walletwizard.co.nz.

Our Privacy Policy also contains further details about our collection, use and exchange of credit and personal information, including:

- how you can make a request to our Privacy Officer to access and/or correct information that we hold about you;
- how you can make a complaint to our Privacy Officer if you believe there has been a breach of privacy in relation to your personal information;
- the contact details of the credit reporting bodies that we may disclose information to; and
- the type of personal and credit information that we collect and how we may use it.

We can change our Privacy Policy from time to time to reflect changes in the law, and also our business needs as long as the changes do not disadvantage you.

Information about other people

If you provide us with any information about any other person, you confirm that you have obtained the authorisation of the individual concerned to the disclosure of their personal information to us for the purposes set out above and you have advised such persons of their rights to access and request correction of their personal information in accordance with our Privacy Policy.