

## Consumer Loan Contract

### LOAN SCHEDULE

Credit Corp Financial Solutions Pty Limited trading as Wallet Wizard ("Wallet Wizard" / "us" / "we") offers you a loan of the amount specified in this Loan Schedule and on the terms and conditions of the Consumer Loan Contract which comprises this Loan Schedule and the Terms and Conditions ("Contract").

If you accept this Contract, this Contract will automatically form a binding agreement between you and us. Acceptance of this Contract includes acceptance online. Words or phrases used in this Loan Schedule have the same meaning as those used in the Terms and Conditions. We may withdraw this offer 7 days after we notify you that your loan application has been approved if we need to do so in accordance with the responsible lending principles contained in the Responsible Lending Code. References to "signing" this Contract will be deemed to include acceptance online.

#### \* IMPORTANT \*

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

Keep a copy of it in a safe place.

The law gives you a limited right to cancel this consumer credit contract (see page 3 for further details).

#### BEFORE YOU SIGN

You should read this document thoroughly.

Seek independent advice if there is anything you do not understand.

Fill in or cross out any blank spaces

<b>Lender Information</b>	
Lender Name:	Credit Corp Financial Solutions Pty Limited
Postal Address:	Wallet Wizard, PO Box 83000, Johnsonville, Wellington 6440
Email Address:	hello@walletwizard.co.nz
Telephone:	0800 480 430
<b>Borrower Information</b>	
Borrower Name:	<b>John Citizen</b>
Address:	<b>1 Quay Street, Auckland 1010</b>
Email Address:	<b>example@email.com</b>
Telephone:	<b>0000000000</b>
<b>Financial Table</b>	
<b>Amount of Credit / Credit Limit</b>	<b>\$800</b>
Plus:	
Establishment Fee:	<b>\$95</b>
Monthly Fee:	<b>\$1.47</b>
<b>Total Amount of Credit / Initial Unpaid Balance ("Loan")</b>	<b>\$895</b>

<b>Disbursement of Total Amount of Credit</b>		
<b>Item</b>	<b>Payable to</b>	
Amount of Credit	The Borrower	\$800
Establishment Fee	Wallet Wizard	\$95
<b>Disbursement Date: 23/09/2015</b>		
There will be no subsequent advances under this Contract after the Disbursement Date.		
<b>Total Amount of Repayments</b>		<b>\$1,073.32</b>
<b>Repayment Schedule</b>		
Loan Term:		<b>24 Weeks</b>
Number of Repayments:		<b>24</b>
Repayment Amount:		<b>\$44.73</b>
Total Amount of Repayments:		
Repayment Frequency:		<b>Weekly</b>
First Repayment Date		<b>29/09/2015</b>
<b>Repayment Due Date</b>		
The first repayment is due on <b>22/09/2015</b> with each subsequent repayment due on the same day in each successive <b>week</b> during the Loan Term (each date being a “ <b>Repayment Due Date</b> ”).		
If a Repayment Due Date is a non-Business Day, the repayment must be made on the following Business Day.		
For monthly repayments, if a month does not have the same date (eg 31 <sup>st</sup> of the month), the repayment must be made on the last Business Day of the month.		
You must repay the Outstanding Balance (including but not limited to the Loan) in full by the final Repayment Due Date unless we agree otherwise in writing.		
<b>Interest</b>		
Total Amount of Interest Charges		<b>\$170.16</b>
Annual Interest Rate		<b>75% p.a</b>
<b>Method of Calculating Interest</b>		
You must pay interest on the Outstanding Balance (including but not limited to the Loan) at the Annual Interest Rate as set out in this Loan Schedule. The Annual Interest Rate is divided by 365 (or 366 in a leap year) to give a daily interest rate (“ <b>Daily Interest Rate</b> ”).		
We calculate interest by applying the Daily Interest Rate to the Unpaid Daily Balance under this Contract as at the end of each day.		
Interest charges are charged by direct debit to your account and form part of the Outstanding Balance on each Repayment Due Date as set out in this Loan Schedule. This means the interest charges are added to the Outstanding Balance and we will charge interest on that full amount during the Loan Term.		
<b>Credit Fees &amp; Charges Payable</b>		
An Establishment Fee that is included in the Total Amount of Credit and is payable on settlement to us: <b>\$95</b>		
The following Credit Fees and Charges are payable during the Loan Term:		
Service Fee - payable to us on processing each repayment		

Monthly Repayment:	\$1.50
Fortnightly Repayment:	\$0.69
Weekly Repayment:	\$0.34
Total Service Fees:	<b>\$8.16</b>

Total amount of Credit Fees and Charges payable during the Loan Term: **\$103.16**

Legal fees and credit report fees may be charged in some circumstances. These amounts will be notified to you in writing.

Wallet Wizard is authorised to add the amount of the Credit Fees and Charges to the Outstanding Balance. This means they are added to the Outstanding Balance and we will charge interest on that full amount during the Loan Term.

#### **Direct Debit Reversal Fee** \$10

You must pay us a Direct Debit Reversal Fee each time you fail to make payment as and when due under this Contract which includes our costs of reviewing your account and contacting you to remind you of payment by way of phone call, letter and/or SMS.

Wallet Wizard is authorised to add the amount of any Direct Debit Reversal Fee to the Outstanding Balance.

#### **Enforcement Expenses**

May be payable if you are in default under this Contract. Please refer to clause 7 of the Terms and Conditions for further information on these expenses.

#### **Right to Cancel**

You are entitled to cancel this Contract by giving notice to us.

#### **Time Limits**

You must give notice that you intend to cancel this Contract within 5 working days of the Disclosure Date (as defined on page 4). Saturdays, Sundays and national public holidays are not counted as working days.

#### **How to cancel**

To cancel, you must give us written notice that you intend to cancel this Contract by:

- (a) emailing your written notice to us at the email address provided on page 1 of this Loan Schedule; or
- (b) posting your written notice to us at the postal address provided on page 1 of this Loan Schedule.

If you cancel this Contract, you must immediately repay the Outstanding Balance and any interest accrued for the period starting on the Disbursement Date until the day you repay us in full (if relevant). You must also reimburse us for any reasonable expenses we have to pay in connection with this Contract and its cancellation, including legal fees and credit report fees. 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.

#### **What to do if you suffer Unforeseen Hardship**

If you are unable reasonably to keep up your payments because of illness, injury, loss of employment, the end of a relationship, or other reasonable cause, you may be able to ask us to vary the terms of this Contract (we call this a "Hardship Variation"). To apply for a Hardship Variation, you need to:

- (a) make an application in writing; and
- (b) explain your reasons for the Hardship Variation; and
- (c) request one of the following:
  - (i) an extension of the term of this Contract - this means we would reduce the Repayment Amount due on each Repayment Due Date and increase the number of repayments set out in the Repayments section in this Loan Schedule; or
  - (ii) a postponement of certain repayments set out in the Repayment section in this Loan Schedule; or
  - (iii) both of the above – that is, postpone some payments and pay smaller amounts over a longer time period; and
- (d) give the application to us - feel free to phone us to discuss on the telephone number provided on page 1 of this Loan Schedule but we will ask you to follow up in writing in any of the ways listed in

clause 8.3 of the Terms and Conditions.

Do this as soon as possible. If you delay for too long in making an application, or do not meet the Hardship Variation criteria, we may not have to consider your request. If we agree to your requests, we may ask you to enter into a new agreement or we may change the Repayment Amounts and Repayment Due Dates in the Repayments section in this Loan Schedule to help you meet your obligations.

### **Full Prepayment**

If you pay the Outstanding Balance in full before the final Repayment Due Date, you are required to pay all Credit Fees and Charges and other amounts owing under this Contract including any Enforcement Expenses.

### **What happens if you fail to meet your commitments**

If you do not pay an amount when it is due, we may also charge you a Direct Debit Reversal Fee and Enforcement Expenses may also be payable.

### **Disclosure Date: 22/09/2015**

The disclosures in this Loan Schedule are correct on the assumption that you accept this Contract by 3:30pm on the Disclosure Date and on other assumptions permitted by law. If you accept this Contract after 3:30pm on the Disclosure Date, the disclosures in this Loan Schedule may change.

### **Continuing Disclosure**

We may be required to provide you with regular statements. The statements will give you information about your Loan.

Statements will be provided by email 6 monthly.

### **Dispute Resolution**

Credit Corp Financial Solutions Pty Limited has both Internal and External Dispute Resolution processes in place.

If you have a concern or complaint, in the first instance, please contact our Internal Dispute Resolution function on:

Phone: 0800 354 780  
Email: [customercare@walletwizard.co.nz](mailto:customercare@walletwizard.co.nz)  
Fax: 0800 358 745  
Mail: Wallet Wizard  
PO Box 83000  
Johnsonville  
Wellington 6440

If for some reason the concern or complaint is not resolved, you may then contact our Approved Dispute Resolution Scheme. This is an independent service provided to resolve any concerns or complaints that we are unable to resolve with you.

We are a member of Financial Services Complaints Limited.

Phone: 0800 347 257  
Email: [complaints@fscl.org.nz](mailto:complaints@fscl.org.nz)  
Website: [www.fscl.org.nz](http://www.fscl.org.nz)  
Mail: Financial Services Complaints Limited  
PO Box 5967  
Wellington 6011

### **Amendments**

We can vary the Annual Interest Rate, the repayments and the Credit Fees and Charges and can add fees and charges without your consent. However, no amendment we make will be adverse to your interests.

### **YOUR ACKNOWLEDGEMENT ABOUT THINGS YOU AGREE YOU HAVE BEEN TOLD BY US OR THAT YOU HAVE RECEIVED FROM US.**

You acknowledge that, before you accepted and/or signed this Contract, you received a copy of this Loan Schedule and the attached Terms and Conditions.

**You also acknowledge that:**

- By signing this Contract, you agree that we can send you notices and other communications relating to this Contract electronically, including by email or (if we choose to) by other electronic means such as an online portal. This includes any continuing disclosure that we may have to make to you under the Credit Contracts and Consumer Finance Act 2003.
- You have entered into this Contract freely, and you understand your obligations to Credit Corp Financial Solutions Pty Limited and your responsibilities under this Contract.

Signed for an on behalf of Credit Corp Financial Solutions Pty Limited



Oliver Priddin

**22/09/2015**

## Consumer Loan Contract

### **TERMS & CONDITIONS**

These Terms and Conditions and the Loan Schedule together comprise the Consumer Loan Contract, which is the agreement between you and us ("Contract"). They should be read together.

#### **1. THE LOAN**

- 1.1 We will lend you the Total Amount of Credit as set out in the Loan Schedule. This is the loan which you must repay ("Loan").
- 1.2 You authorise us to disburse the Loan in the way set out in the Loan Schedule under the heading "**Disbursement of Total Amount of Credit**".
- 1.3 We will disburse the Loan as set out in the Loan Schedule following your acceptance of this Contract, subject to clause 1.4.
- 1.4 **We may not, however, disburse the Loan if any information you give to us, or which has been given on your behalf, changes or is incorrect.**

#### **2. CREDIT FEES AND CHARGES**

- 2.1 You must pay the Credit Fees and Charges in the circumstances set out in the Loan Schedule.
- 2.2 **If you fail to make a payment as and when due under this Contract then you must pay the Direct Debit Reversal Fee as set out in the Loan Schedule.**
- 2.3 You will not be required to pay total Credit Fees and Charges which exceed twice the Amount of Credit (not including Enforcement Expenses).
- 2.4 Any Credit Fees and Charges you must pay will be charged to your account and form part of the Outstanding Balance.
- 2.5 Any government tax, duty, levy, or fee we incur concerning this Contract will also be charged to your account and form part of the Outstanding Balance.

#### **3. INTEREST**

- 3.1 You must pay interest on the Outstanding Balance (including but not limited to the Loan) at the Annual Interest Rate as set out in the Loan Schedule. The Annual Interest Rate is divided by 365 (or 366 in a leap year) to give a daily interest rate ("**Daily Interest Rate**").
- 3.2 We calculate interest by applying the Daily Interest Rate to the Unpaid Daily Balance under this Contract as at the end of each day.
- 3.3 You must pay interest on the Outstanding Balance under this Contract until it is repaid in full.
- 3.4 Interest charges are charged by direct debit to your account and form part of the Outstanding Balance on each Repayment Due Date as set out in the Loan Schedule.
- 3.5 Any accrued interest charges will be debited to your account and form part of the Outstanding Balance immediately before payout of the Loan.

#### **4. REPAYMENTS**

- 4.1 You must repay the Outstanding Balance (including but not limited to the Loan) in full by the final Repayment Due Date unless we agree otherwise in writing.
- 4.2 You must make the repayments on each Repayment Due Date as specified in the Loan Schedule, or as we agree in writing during the course of this Contract.
- 4.3 If a Repayment Due Date is not a Business Day, the payment must be made on the following Business Day.

- 4.4 You must make all payments by direct debit. If your payment is dishonoured, the payment is taken not to have been made and a Direct Debit Reversal Fee may apply.
- 4.5 You authorise us to obtain payment of any amounts you owe under this Contract through the Direct Debit Request you have signed in connection with this Contract.
- 4.6 You must make payments in full and they will be credited to your account without any deduction or set-off by either you or us. If you wish to dispute a payment or anything else in relation to this Contract, you are encouraged to contact us to initiate our internal dispute resolution process. If you are dissatisfied with the outcome, you have a right to take your dispute to either our external dispute resolution scheme or to a court.
- 4.7 If Credit Fees and Charges, Enforcement Expenses or other costs are charged to your account and form part of the Outstanding Balance, you must pay them immediately.
- 4.8 You may prepay the Outstanding Balance in full earlier than the final Repayment Due Date provided you pay all Credit Fees and Charges, interest and other amounts owing under this Contract including any Enforcement Expenses.

## **5. APPLICATION OF PAYMENTS**

- 5.1 You can direct us to apply your payments to any amount you owe under this Contract in any order. However, if you do not provide a direction in writing before, or when, making a payment, we can apply the payment to any amount you owe under this Contract in any order we decide. For example, if you owe Enforcement Expenses, we may pay them before your regular repayment.
- 5.2 If you hold other credit contracts with us and you make a payment which is insufficient to satisfy all your outstanding repayment obligations under each contract, we reserve the right to apply the payment to any, or all, of the credit contracts in any manner we decide unless you have provided written directions before, or when, making the payment on how the payment is to be applied.
- 5.3 We will adjust debits, credits and the Outstanding Balance if there is a processing error or where a payment has been dishonoured.
- 5.4 We will also adjust the debits, credits and Outstanding Balance if there are refunds or corrections to accurately reflect the legal obligations between us. This will occur regardless of the adjustment favouring either of us.

## **6. DEFAULT**

- 6.1 You will be in default if you:
  - (a) fail to pay us on time any amount due; or
  - (b) do not do what you have agreed to do; or
  - (c) do what you have agreed not to do; or
  - (d) any of the information you have provided us with in connection with this Contract is inaccurate or false.
- 6.2 If you are in default, we will give you a written default notice requiring you to correct the default. However, we need not give you that notice in circumstances where the law does not require it.
- 6.3 A default notice will tell you what you need to do to fix the default, if that can be done. You must do what the notice asks within the time provided.
- 6.4 If, during the period of the default notice, you default a second time in the same way again, then you are still in default, even if you have fixed the first default.
- 6.5 You must pay us the Outstanding Balance, which may include (but is not limited to) arrears, any Credit Fees and Charges and the Direct Debit Reversal Fee and we may, by written notice to you, terminate this Contract in the following circumstances:
  - (a) if you have not fixed the default within the time specified in the default notice; or
  - (b) if the default cannot be fixed, after the time specified in the default notice has passed; or

- (c) the default is of a kind where the law does not require us to give you a written default notice.

## **7. ENFORCEMENT EXPENSES**

- 7.1 Enforcement Expenses can include a range of costs such as collection agency fees, legal fees, our reasonable internal costs (for example costs associated with the use of our staff and facilities), as well as all government charges, fees, taxes or duties incurred in relation to those expenses.
- 7.2 When requested by us, you must pay any Enforcement Expenses we reasonably incur, but we may, without making demand, charge them by direct debit to your account and they will form part of the Outstanding Balance.

## **8. COMMUNICATIONS BETWEEN US**

- 8.1 By inserting your email address in the Loan Schedule you authorise us to use email for communication purposes, including the giving and receiving of documents, notices or information as permitted to be given electronically under the Code.
- 8.2 You must tell us if you change your name, your residential, postal or email address, your telephone or mobile number or your employment.
- 8.3 If you have to give us a document or notice then you can:
  - (a) leave it at our office address as shown on the Loan Schedule, or any other address we tell you; or
  - (b) send it to our facsimile number as shown on the Loan Schedule; or
  - (c) email it to an email address we tell you.
- 8.4 Unless stated otherwise, if we need to give you a document or notice we can do so by:
  - (a) delivering it to you personally; or
  - (b) leaving it at, or sending it by post to, your residential or postal address that you last provided to us; or
  - (c) emailing it, where the Code allows, to the email address that you last provided to us.
- 8.5 If you have provided us with your email address you must:
  - (a) regularly check your email address to see if you have received any emails from us;
  - (b) maintain and check your Electronic Equipment and your email address regularly to ensure it is always capable of receiving emails from us; and
  - (c) you are responsible for printing or saving important documents, and we strongly recommend that you do so.
- 8.6 You may cancel your authorisation to receive documents by email at any time, by notifying us in accordance with clause 8.3.
- 8.7 By inserting your telephone number in the Loan Schedule you authorise us to use this telephone number for communication purposes, which may include contacting you for the purposes of ensuring compliance with your obligations under this Contract.

## **9. ELECTRONIC ACCEPTANCE**

- 9.1 You:
  - (a) acknowledge and agree that both you and Wallet Wizard 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.

## **10. ASSIGNMENT**

- 10.1 You agree we may transfer, or assign, our rights under this Contract without your consent:

- (a) to any person who we genuinely believe can lawfully perform all of our obligations under this Contract; or
- (b) if we believe it is sensible or necessary to do so to comply with the law (including statutes, directives, case law or official guidance),

provided we reasonably believe you will not suffer any material detriment from the transfer or assignment. In doing so, you consent to us giving any information (including documents) about you to the assignee or to anyone who is considering becoming the assignee. Each of our assignees and transferees has the same rights against you under this Contract as if it were named in this Contract as the lender.

- 10.2 You cannot assign or transfer any of your rights or obligations under this Contract without our prior written consent.

## 11. SET OFF

- 11.1 We may set off any debt or monetary liability we owe you against amounts which are due and payable by you under this Contract.

## 12. NO WAIVER OF OUR RIGHTS

- 12.1 We do not waive any of our rights under this Contract, unless we do so expressly and in writing.
- 12.2 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.

## 13. ENTIRE CONTRACT

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

## 14. COUNTERPARTS

- 14.1 This Contract may consist of a number of counterparts and the counterparts taken together constitute one and the same instrument.

## 15. NO AGENCY

- 15.1 Any third party who submitted your loan application to us is not our agent.

## 16. GOVERNING LAW

- 16.1 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 and courts of appeal from them.

## 17. DEFINITIONS AND INTERPRETATION

- 17.1 These words, expressions and interpretational rules have the following meanings when used in the Loan Schedule and in these Terms and Conditions:

- (a) “**CCFS**” “**we**”, “**us**”, “**our**” or “**Wallet Wizard**” means Credit Corp Financial Solutions Pty Limited;
- (b) “**you**” or “**your**” means the “**Borrower**” specified in the Loan Schedule;
- (c) “**Act**” means the Credit Contracts and Consumer Finance Act 2003;
- (d) “**Business Day**” means a date that is not a Saturday or Sunday or a public holiday, special holiday or bank holiday in Sydney, New South Wales or Auckland, New Zealand;
- (e) “**Code**” means the Responsible Lending Code issued by the Minister of Commerce and Consumer Affairs under section 9G and 9H of the Act as it may be updated or superseded from time to time;
- (f) “**Contract**” means the Loan Schedule and these Terms and Conditions;

- (g) "**Credit Corp Group**" comprises of Credit Corp Group Limited (an Australian incorporated company) and its subsidiaries;
- (h) "**Credit Fees and Charges**" means the credit fees and charges specified in the Loan Schedule from time to time and includes (but is not limited to) new fees and charges introduced in accordance with this Contract;
- (i) "**Daily Interest Rate**" means the Annual Interest Rate divided by 365 (or 366 in a leap year);
- (j) "**Direct Debit Request**" means the direct debit request and authority authorising us to directly debit your Nominated Account;
- (k) "**Electronic Equipment**" includes but is not limited to a computer, telephone or other electronic device which is capable of receiving emails;
- (l) "**Enforcement Expenses**" means all reasonable expenses incurred by us in enforcing this Contract where you are in default, including (but not limited to) those expenses referred to in clause 7.1 of these Terms and Conditions;
- (m) "**Hardship Variation**" is a change we may make to the terms of this Contract, following a successful application made by you in accordance with the terms in the Loan Schedule, if you are unable reasonably to keep up your payments because of illness, injury, loss of employment, the end of a relationship, or other reasonable cause;
- (n) "**Loan**" has the meaning in clause 1.1 of these Terms and Conditions, being the Total Amount of Credit as set out in the Loan Schedule;
- (o) "**Loan Schedule**" means the Loan Schedule attached to these Terms and Conditions;
- (p) "**Nominated Account**" means the account nominated by you for the purpose of the Direct Debit Request;
- (q) "**Outstanding Balance**" means the difference between all amounts credited and all amounts charged by direct debit to you under this Contract from time to time;
- (r) "**Privacy Act**" means the Privacy Act 1993;
- (s) "**Privacy Code**" means the Credit Reporting Privacy Code 2004;
- (t) "**Privacy Disclosure Statement & Consent**" means the Privacy Disclosure Statement & Consent authorising us to collect, use, disclose and exchange credit and personal information about you for the purposes outlined in that consent;
- (u) "**Privacy Policy**" means our privacy policy from time to time available on our website;
- (v) "**Repayment Due Date(s)**" means the date(s) for repayments as set out in the Loan Schedule;
- (w) "**Unpaid Daily Balance**" for a day means the Outstanding Balance under this Contract at the end of that day;
- (x) words (including capitalised words) or phrases used in these Terms and Conditions have the same meaning as those used in the Loan Schedule and vice versa;
- (y) words importing the singular include the plural and vice versa;
- (z) a reference to a party includes that party's successors and permitted assigns;
- (aa) a reference to a statute or other legislation includes any amendment, replacement or re-enactment for the time being in force and includes all regulations, by-laws and statutory instruments made thereunder; and
- (bb) a reference to this or any other document includes a reference to that document as amended, supplemented, novated or replaced from time to time.

- 17.2 This Contract is to be interpreted as consistent with the Act and the Code. If any provision of this Contract is invalid, unenforceable or breaches the Act or the Code, in whole or in part, that provision shall be severed and the remainder of this Contract shall not be affected.



Credit Corp Financial Solutions Pty Limited  
trading as Wallet Wizard  
PO Box 83000  
Johnsonville  
Wellington 6440

## Direct Debit Request

Contract ID: WZ00000000

### Request and Authority to debit the account named below to pay Credit Corp Financial Solutions Pty Limited trading as Wallet Wizard (Wallet Wizard)

<b>Request and Authority to debit</b>	<b>Your Surname</b> Citizen <b>Your Given names</b> John "you" request and authorise <b>Wallet Wizard</b> 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 ( <b>Nominated Account</b> ). 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.
<b>Financial institution at which account is held</b>	<b>Financial institution name:</b> ABS
<b>Details of Nominated Account</b>	Name/s on account John Citizen Account number 0000000000000000
<b>Acknowledgment</b>	By signing this Direct Debit Request you acknowledge having read and understood the terms and conditions governing the debit arrangements between you and <b>Wallet Wizard</b> as set out in this Request and in your Direct Debit Request Service Agreement.
<b>Payment details</b>	All payments required to be made under the consumer loan contract between you and Wallet Wizard to which this Direct Debit Request relates.
<b>Electronic Signature</b>	You Authorise the direct debit and agree to the terms of this Direct Debit Request and the Direct Debit Request Service Agreement.

## 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 Australia or in New Zealand;

**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 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, 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 credit and 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 consumer credit assist you 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 or information of 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 at the details below and in our Privacy Policy.

## **Our Privacy Policy**

Our Privacy Policy is available on our website at [www.walletwizard.co.nz/privacy-policy](http://www.walletwizard.co.nz/privacy-policy) You can also request a copy of our Privacy Policy by contacting our Privacy Officer by phone on 0800 354 780 or by email at [customercare@walletwizard.co.nz](mailto: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.