NOTICE OF FILING

Details of Filing

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File Title:	AUSTRALIAN SECURITIES AND INVESTMENTS COMMISSION v VENTURE 5 GROUP PTY LTD ACN 156 288 078
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Sia Lagos

Registrar

Important Information

This Notice has been inserted as the first page of the document which has been accepted for electronic filing. It is now taken to be part of that document for the purposes of the proceeding in the Court and contains important information for all parties to that proceeding. It must be included in the document served on each of those parties.

The date of the filing of the document is determined pursuant to the Court's Rules.

STATEMENT OF AGREED FACTS AND ADMISSIONS

No. NSD1081 of 2025

Federal Court of Australia

District Registry: New South Wales

Division: General

AUSTRALIAN SECURITIES AND INVESTMENTS COMMISSION

Plaintiff

VENTURE 5 GROUP PTY LTD (ACN 156 288 078)

Defendant

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A. Introduction

1. This Statement of Agreed Facts and Admissions (**SAFA**) is made jointly by ASIC and CashnGo for the purposes of s 191 of the *Evidence Act 1995* (Cth).

2. This SAFA relates to proceeding NSD 1081 of 2025 commenced by ASIC against Venture 5 Group Pty Ltd trading as CashnGo on 30 June 2025 (**Proceeding**). The Proceeding concerns CashnGo's supply to consumers of consumer credit pursuant to small amount credit contracts (**SACCs**) which contained unfair contract terms as well as failures to issue compliant default notices. The unfair contract terms, amongst other things, permitted CashnGo, in the event of default, to monitor the consumer's bank balance on an hourly basis and debit the consumer's bank account as soon as CashnGo identified that funds had become available, without giving the consumer any prior notice of the timing, frequency or amount of that debit.

3. CashnGo admits that:

   (a) During the period 20 April 2022 to 7 May 2025, CashnGo entered into 201,674 SACCs with 85,603 consumers with a value of $207,818,051 which contained unfair contract terms under section 12BF(1) of the ASIC Act;

   (b) It entered into 47,419 SACCs containing unfair contract terms giving rise to 189,676 contraventions of section 12BF(2A) of the ASIC Act between 9 November 2023 and 7 June 2026 (inclusive);

   (c) It entered into 435 of SACCs containing unfair contract terms giving rise to 870 contraventions of section 12BF(2A) of the ASIC Act between 8 June 2026 and 30 June 2026 (inclusive);

   (d) From 9 November 2023 to 30 June 2026 (inclusive) it relied on or applied the unfair contract terms in undertaking the Unscheduled Withdrawals Practice (defined at paragraph 27 below) on 658,245 occasions in contravention of section 12BF(2C) of the ASIC Act of which 534,144 were unsuccessful and 124,101 were successful;

   (e) failed to give a defaulting debtor a notice that complied with section 87(1) of the Credit Code within 14 days of the first direct debit default which affected 53,057 consumers in relation to 67,545 SACCs, in contravention of section 87(2) of the Credit Code.

4. In this SAFA, the following terms bear the meaning identified below:

(a) **ASIC** or **Plaintiff** means the Australian and Securities Investments Commission;

(b) **ASIC Act** means *Australian Securities and Investments Commission Act 2001* (Cth);

(c) **Basiq** means Basiq Pty Ltd (ACN 616 592 011) a third party open banking platform provider through which a consumer's banking information (including account transaction and balance data) can be accessed with their consent;

(d) **Credit Code** means the National Credit Code which is Schedule 1 to the *National Consumer Credit Protection Act 2009* (Cth);

(e) a **loan** means a loan supplied under a Small Account Credit Contract provided by CashnGo;

(f) a **loan application** means an application made by a consumer to CashnGo for the provision of a SACC;

(g) **NCCP Act** means the *National Consumer Credit Protection Act 2009* (Cth);

(h) the **Relevant Period** refers to the period from 20 April 2022 to 7 May 2025 (inclusive);

(i) a **SACC** means a small amount credit contract as defined in section 5 of the NCCP Act; and

(j) **Venture 5** or **CashnGo** or **Defendant** means Venture 5 Group Pty Ltd (ACN 156 288 078) trading as CashnGo.

5. This SAFA identifies the facts relevant to the contraventions during the Relevant Period admitted by CashnGo for the purposes of the Proceeding. The facts agreed, and the admissions made, are solely for the purpose of the Proceeding and do not constitute any admission for any purpose other than the Proceeding.

B. Annexed documents

6. Annexed and marked **Annexure B** is an indexed paginated bundle of documents containing the contractual terms and notices referred to in this SAFA and the orders sought by the parties. Unless indicated in the index, the documents comprise actual contracts and notices issued to customers. Customer identifying information has been redacted.

7. Documents 1 and 2 in the index are examples of the default notices issued in the period 11 March 2021 to 7 June 2023 in contravention of section 87(1) of the Credit Code.

8. Documents 3 to 11 in the index are examples of the standard form contractual documents which comprised CashnGo's SACCs at the material times.

C. Parties

ASIC

9. ASIC is a body corporate under s 8(1)(a) of the ASIC Act and entitled to commence and maintain proceedings in its corporate name under s 8(1)(d) of the ASIC Act.

CashnGo

10. At all material times, Venture 5, trading as CashnGo:

    (a) held Australian Credit Licence No. 431627; and

    (b) provided SACCs to Australian consumers, and in doing so entered into them as a credit provider and engaged in the provision of credit within the meaning of ss 204 and 3(1) of the Credit Code.

CashnGo directors and shareholders

11. During the Relevant Period, and up to the date of this SAFA, CashnGo had the following directors:

    (a) until 15 November 2022, George Hajjar was the sole director; and

    (b) from 16 November 2022, George Hajjar and Amal Hajjar were the directors.

12. During the Relevant Period, and up to the date of this SAFA, Venture 5 Holdings Pty Limited (ACN 634 500 360) (**Venture 5 Holdings**) was the sole shareholder of CashnGo. The sole shareholder of Venture 5 Holdings was:

    (a) until 5 December 2022, George Hajjar; and

    (b) from 6 December 2022 to the date of this SAFA, Amal Hajjar.

13. George Hajjar is the founder and Managing Director of CashnGo and has been a director and secretary since 15 March 2012. George Hajjar was during the Relevant Period, and continues to be, CashnGo's Hardship Officer and Compliance Officer.

14. Johnny Hajjar is a senior manager and the person at CashnGo responsible for developing CashnGo's automated systems that were used to undertake the Unscheduled Withdrawals Practice and worked closely with George Hajjar.

15. Amal Hajjar is the mother of George and Johnny Hajjar and has been a director and

secretary of CashnGo since 16 November 2022.

D. Contracts between CashnGo and consumers

16. At all material times, CashnGo's SACCs were, and continue to be, comprised of the following standard form contractual documents:

(a) Offer to Provide Credit;

(b) Direct Debit Request (which incorporates various Direct Debit Service Agreements); and

(c) Bank Feed Terms of Use.

Copies of the Offer to Provide Credit, Direct Debit Request, and Bank Feed Terms of Use in effect during the Relevant Period are contained in **Annexure B.**

17. Each of the SACCs that CashnGo entered into with consumers was and is:

(a) a standard form contract for the purposes of s 12BF(1)(b) of the ASIC Act;

(b) a financial product within the meaning of s 12BM(7)(k) of the ASIC Act and reg 2B of the Australian Securities and Investments Commission Regulations 2001 (Cth);

(c) a contract for the supply, or possible supply, of services that are financial services within the meaning of s 12BAB(1)(b) of the ASIC Act; and

(d) a consumer contract within the meaning of s 12BF(3) of the ASIC Act.

18. CashnGo's:

(a) provision of SACCs to consumers; and

(b) exercise of its rights under those SACCs,

in Australia during the Relevant Period, and in the period since, was in trade or commerce and in connection with the supply of financial services within the meaning of s12BAB of the ASIC Act.

19. During the Relevant Period, CashnGo entered into 201,674 SACCs with 85,603 consumers. Further, there were 227,148 SACCs between CashnGo and consumers that were active during any part of the Relevant Period. Following the Relevant Period and up to 30 June 2026 a further 8,800 SACCs were entered into with 6,139 consumers.

Contractual terms

20. At all material times, CashnGo offered consumers SACCs on terms including:

(a) Loan amounts between $300 to $2,000;

(b) The loan was repayable over terms between two to six months;

(c) The fees payable by the consumers comprised:

(i) an establishment fee of 20% of the amount borrowed; and

(ii) a monthly fee of 4% of the amount borrowed (including the establishment fee).

21. At all times throughout the Relevant Period, the following terms applied to CashnGo's SACCS (the specific terms are extracted at **Annexure A** and the full contractual documents are at **Annexure B**):

(a) clauses 8.3 and 8.7(2) of the Offer to Provide Credit (being the **Default Term**);

(b) clause 2 of the Bank Feed Terms of Use (being **Authority Term 2**);

(c) clause 7 of the Bank Feed Terms of Use (being **Indemnity Term 2**); and

(d) clause 8 of the Bank Feed Terms of Use (being **Limitation of Liability Term 2**).

22. During the portion of the Relevant Period up to and including 11 August 2023, the following terms applied to CashnGo's SACCS (the specific terms are extracted at **Annexure A** and the full contractual documents are at **Annexure B**):

(a) clause 2 of the Lara Pay Service Terms and Conditions, as contained within the Direct Debit Request (being **Authority Term 1**);

(b) clause 8.1 of the Lara Pay Service Terms and Conditions, as contained within the Direct Debit Request (being **Indemnity Term 1**); and

(c) clause 9.1 of the Lara Pay Service Terms and Conditions, as contained within the Direct Debit Request (being **Limitation of Liability Term 1**).

23. Amendments were made to the SACCs during the Relevant Period on 11 August 2023. For this Proceeding:

(a) in the period from 20 April 2022 up to and including 11 August 2023, the SACCs contained the Default Term, Authority Terms 1 and 2, Indemnity Terms 1 and 2, and Limitation of Liability Terms 1 and 2; and

(b) in the period from 12 August 2023 to 7 May 2025, the SACCs contained the Default Term, Authority Term 2, Indemnity Term 2, and Limitation of Liability Term 2.

24. On and from 7 June 2026, the Indemnity Term 2 and Limitation of Liability Term 2 were no longer included in SACCs entered into by CashnGo.

25. The Default Term and Authority Term 2 continue to apply to SACCs as at the date of this SAFA.

26. The consumer could view the applicable contractual documents prior to agreeing to the terms of the loan through CashnGo's online portal accessed via its website. These documents comprised the documents referred to at paragraph 16 and were titled:

(a) "Bank Feed Terms of Use";

(b) "Direct Debit Request"; and

(c) "Small Amount Credit Contract" (being the Offer to Provide Credit).

Unscheduled Withdrawals

27. A feature of the SACCs offered by CashnGo was that, in the event of a default or non-payment by a consumer in accordance with their repayment schedule, the SACCs permitted CashnGo's machine-based algorithm to use the consumer's internet banking login details and password, or used Basiq, to monitor the consumer's bank account every hour to enable CashnGo to recover overdue amounts as follows:

(a) by CashnGo making and/or attempting to make withdrawals of amounts owing under the SACC, as soon as funds were identified in the consumer's bank account, and outside of the repayment schedule stipulated in the SACC (**Unscheduled Withdrawals**) without giving the consumer any prior notice of the timing, amount or frequency of those Unscheduled Withdrawals, or attempted Unscheduled Withdrawals;

(b) by CashnGo making and/or attempting to make Unscheduled Withdrawals of amounts that would be likely to leave the consumer with insufficient funds to meet necessary living expenses and, in some cases, cause the consumer's account to be overdrawn and to be charged a fee by their bank (relevant statistics are set out in paragraph 118 below); and

(c) by CashnGo making and/or attempting to make such Unscheduled Withdrawals repeatedly for so long as the consumer was behind in their repayment schedule, as soon as the consumer received funds into their bank account and:

(i) until 6 August 2022, until the whole of the overdue amounts was repaid; and

(ii) after 6 August 2022, until the whole of the overdue amounts were repaid but with the amount withdrawn during a repayment frequency (being the time between Scheduled Repayments) limited to the value of a single Scheduled Payment, irrespective of the total amount overdue.

(together, the **Unscheduled Withdrawals Practice**).

Acknowledgement of Terms and Conditions

28. During the online application process and before the application could be finalised and submitted, consumers were (in the following order):

(a) directed to read and consent to the documents identified at paragraph 26;

(b) provided a link at which they could view the documents identified at paragraph 26;

(c) required to tick an online check box stating that they had read and accepted the documents identified at paragraph 26; and

(d) required to tick an online check box stating that:

"By checking this message and click the "Confirm" button I acknowledge and agree that:

The information I have provided is true and correct.

I understand and agree that I am agreeing to a contract with ongoing payments."

and,

required to click a button which bore the label "CONFIRM".

29. Wet ink signatures or electronic signatures were not required. CashnGo's online portal did not require consumers to click on and view the contractual documents themselves prior to ticking the online check box indicating that they agreed to the terms.

30. After a consumer had accepted the loan, CashnGo sent the consumer a copy of their contractual documents via email.

E. CashnGo's advertisement of its SACCs

31. Throughout the Relevant Period, CashnGo operated and maintained a website located at http://www.cashngo.com.au **(CashnGo's website)** which contained the following statements:

(a) on the homepage, the statements:

(i) "Fast Cash Loans Up To $2,000";

(ii) "Award Winning Fast Cash Loans from CashnGo";

(iii) "Our loan application takes about 5 minutes to complete. We have made the process simple and effortless"; and

(iv) "Outcome in Seconds: Our intelligent technology aims to provide you with a quick decision";

(b) on the "costs" page, the statement: "if you need a loan fast just get your CashnGo!";

(c) on the "how it works" page, the statements:

(i) "Apply using our effortless online application. Our loan application process takes about 5 minutes! All you'll need is your Internet Banking Login so we can verify your details"; and

(ii) "Speedy online decision! Our technology allows us to provide you with a speedy decision when you submit your application";

(d) on the "FAQ" page, the statements:

(i) "What Is A Small Loan?... Our loan amounts vary from $100 to $2000. First time customers may be eligible to borrow up to $600 if employed, or $300 if on Centrelink benefits… For people who run into repayment difficulties, CashnGo will offer flexible solutions to assist you with getting back on track";

(ii) "How Can Our Loans Help?... If you require a small amount of money very quickly, then CashnGo can certainly help you. Our application process takes about 5 minutes to complete… No Paperwork, No long waiting times, No face to face meetings. We want you feeling comfortable!"; and

(iii) "Does CashnGo Do Credit Checks? Like most lenders, we carry out credit history checks, however, we are more interested in your current financial situation than issues you may have encountered in the past. If you have a regular income and have the ability to make your repayments, we welcome your application";

(e) on the "Responsible Lending Charter" page, under the heading "Our Lending Charter", the statements:

(i) "As the costs of living deteriorates disposable income, the market for short to medium term loans has expanded to include those on lower incomes. Accompanying this trend comes a decrease in banks' willingness to approve loans for several reasons."

(ii) "We have conducted a market analysis and determined that there is a strong demand for our services to assist customers who need that extra funding. Our main focus is to serve that segment of the market that the banks have turned their back on as a result of regularity [sic] scrutiny and their own risk appetite; regardless of their location."

(f) on the "Cash Loans" page, under the heading "Short Term Loans", the statements:

"Applying for a loan is easy and you can have the money in your bank account within a few minutes."

"At CashnGo, we understand that many people run into financial trouble from time-to-time. Unfortunately, this can lead to a negative credit rating that makes it difficult to obtain additional finance. We won't hold your bad credit history against you. Instead, we use an internal credit rating system called Step-Up to measure your ability to repay a loan."

"... the greatest benefit of using CashnGo is the speed of our loan application process. Our advanced online application system allows you to apply for a quick cash loan in a couple of minutes."

(g) on the "Same Day Loans" page, under the heading "Can You Receive A Same Day Loan With Bad Credit?", the statements:

"We understand that many Australians have a bad credit history – often through no fault of their own..."

"CashnGo is committed to helping these Australians obtain the finance they need. We don't focus solely on your credit history when determining eligibility. Instead, we place more emphasis on your income and expenditure levels, along with the nature of your income."

"If you have a reliable source of income and have enough money to service the loan, you have a great chance of being eligible for a same day approval loan."

(h) on the "Fast Cash" page, under the heading "Why Consider Fast Cash Loans From CashnGo?", the statement: "We have made it easy and so straightforward that it typically takes less than five minutes to complete. The approval process is also a lot less, and at times can be just a few seconds";

(i) on the "Fast Loans" page, under the heading "Poor Credit Isn't Necessarily A Barrier to Borrowing", the statement:

"If you've had problems with repaying a loan in the past or have managed to fall behind on a priority bill or similar, it could be that your credit record is less than ideal. Whilst we won't lend to anyone who clearly isn't able to afford to meet the repayments (as this would be irresponsible), as long as you can show us that you have some form of income with which to the repay the loan, we will usually consider your application."

(j) on the "Personal Loans" page:

(i) under the heading "Will I Qualify For A Personal Loan?", the statement: "Although a good credit history will improve your chances of getting a personal loan, we may still be able to help if you have bad credit. If you've been turned down for an ANZ personal loan, CBA personal loan, or NAB personal loan, don't worry. CashnGo may be able to provide you with the cash you need, today"; and

(ii) under the heading "Can I Get A Personal Loan With Bad Credit?", the statements:

"At CashnGo, we provide cash loans for bad credit. So, even if your credit score isn't as healthy as you'd like, we might still be able to help you. We'll always consider your application, considering several factors when we make our decision. If you have a regular income and you meet our lending criteria, you may be eligible for a fast same day loan."

(iii) the statement: "Other lenders may reject you when applying for a bad credit cash loan. However, we understand that financial problems in your past shouldn't impact your future. If you need to borrow money but your credit score is stopping you, why not apply for a CashnGo Bad Credit Loan?"

(k) on the "Bad Credit Loans" page, under the heading "Credit Loans for People With Poor Credit", the statement:

"Need cash fast but have bad credit? If you're struggling to find a lender who will give you a loan, bad credit loans are a good solution. At CashnGo, we're there for you when you need to borrow money quickly, providing fast cash whilst you're in a sticky situation. Hearing 'no' from your bank and other high-street lenders can be worrying, but we may be able to help."

F. CashnGo's application process

32. As described in paragraphs 34 to 50 and 54 to 79 below, CashnGo maintained a

predominantly automated, algorithm-based system for:

(a) the making and assessment of loan applications; and

(b) the processing and management of loan repayments.

33. Throughout the Relevant Period, consumers could apply for a SACC through an online portal accessed through CashnGo's Website.

34. During the application process, CashnGo required consumers either to provide their internet banking login details and passwords **(Login Credentials)** or, in the circumstances described in paragraph 37, to connect their account to Basiq.

35. CashnGo used a consumer's Login Credentials, or Basiq, in its wider automated system described in paragraph 32 to obtain the consumer's transaction data, as described in paragraph 36 (for Login Credentials) and paragraph 37 (for Basiq).

36. CashnGo's automated system enabled CashnGo to use a consumer's Login Credentials to access the consumer's bank account(s) held with the financial institution for which Login Credentials were provided and to extract the consumer's transaction data.

37. For those small number of consumers whose financial institutions were not compatible with CashnGo's use of Login Credentials to access a consumer's bank account(s) (as described in paragraph 36 above), but which permitted the use of Basiq, CashnGo's automated system enabled CashnGo to use Basiq to obtain transaction data from the consumer's bank account(s) held with the bank to which Basiq was connected. Basiq was <u>not</u> used by CashnGo for the following financial institutions (because they were compatible with CashnGo's use of Login Credentials): Commonwealth Bank of Australia, Westpac Banking Corporation, Australia and New Zealand Banking Group Limited, St. George Bank, Adelaide Bank, Bank Australia, Bank of Melbourne, BankSA, Bankwest Bank, Bendigo Bank, Beyond Bank, Bank of Queensland, Defence Bank, Great Southern Bank, Greater Bank, Heritage Bank, HSBC Bank, IMB Bank, ING, ME Bank, Newcastle Permanent, Suncorp Bank and Teachers Mutual Bank.

38. It was a mandatory step, without which the consumer could not proceed with the loan application, that:

(a) the consumer provided Login Credentials or connected at least one bank account to Basiq; and

(b) the consumer provided their debit or credit card details.

39. Where a consumer's loan was approved, CashnGo retained the consumer's Login

Credentials (where provided) as encrypted data on a separate server, or retained access to the consumer's bank account(s) via Basiq.

40. CashnGo applied or relied on the Authority Term 1 (until 11 August 2023) and the Authority Term 2 (from 12 August 2023) – see paragraphs 61 and 62 below – to require consumers to provide their Login Credentials or to connect their account to Basiq, to use the consumers' Login Credentials or Basiq, and to retain consumers' Login Credentials or retain access to consumers' bank account(s) via Basiq in the manner described in paragraphs 36 to 37 above.

G. CashnGo's loan assessment process

41. Where a consumer applied for a loan, CashnGo's automated system would:

   (a) first, assess all bank accounts held by the financial institution that was connected via Basiq or to which Login Credentials were provided, and for each bank account:

      (i) categorise all credits as either "income" or "not income" based upon the similarity in the amount, the frequency of payment and the description of the payment;

      (ii) categorise all "income" credits into "income groups";

      (iii) calculate a measure of monthly income for each "income group"; and

      (iv) add together the measures of monthly income per "income group" to arrive at a measure of total income for each bank account;

   (b) second, select the bank account with the highest measure of total income calculated in accordance with the process set out in paragraph 41(a); and

   (c) third, initiate a 90-day loan suitability assessment to determine whether the SACC would be unsuitable for the consumer.

42. In conducting the 90-day loan suitability assessment, CashnGo's system would:

   (a) first, require the consumer to either nominate a different bank account in place of the one selected by CashnGo's system by default (in accordance with paragraph 41(b) above) or confirm the bank account selected by CashnGo's system by default (in accordance with paragraph 41(b) above); and

   (b) second, conduct the assessment using the account information from the bank account selected by CashnGo and confirmed by the consumer or nominated by the consumer in the manner identified in paragraph 42(a). CashnGo would not have regard to any other bank accounts disclosed to it by the consumer in conducting the 90-day loan suitability assessment.

43. CashnGo had an Underwriting Policy, as updated from time to time, which set out its lending criteria.

44. The Underwriting Policy set out, amongst other terms, the loan assessment "rules" that were implemented as algorithms in CashnGo's system and automatically applied by CashnGo's system to each loan application. Some "rules" set out the circumstances in which CashnGo's system would automatically decline a loan application. Other "rules" set out the circumstances in which a loan application would need to be assessed by CashnGo's loan processing officers.

45. The Underwriting Policy also contained rules setting out the circumstances in which CashnGo's system would automatically decline a loan application for a SACC. However, the thresholds for an automatic decline did not necessarily prevent consumers from obtaining SACCs because they had low incomes (including those whose income was solely comprised of Centrelink payments) or spent a significant amount of their income on gambling and/or had defaulted on previous SACCs. For example, the thresholds for an automatic decline included where the system identified, based on 90-days of the consumer's bank account transaction history, that:

(a) a minimum weekly income check was not met, being $350 (for a first time employed customer) or $300 (for a subsequent customer) per week, or $410 for those receiving only Centrelink payments;

(b) there had been 10 or more non-SACC defaults;

(c) a new employed customer had had two or more SACCs in the last 90 days and 4 or more SACC defaults in the past 45 days; or

(d) the customer had gambling expenses which:

(i) during the Relevant Period to 18 August 2024, totalled greater than 50% of the consumer's income or a Problem Gambling Severity Index (**PGSI**) that was greater than 4 where gambling transactions totalled between 30% and 50% of the consumer's income; and

(ii) from 18 August 2024, totalled 30% or greater of the consumer's income or a PGSI that was greater than 4.

46. The PGSI was based on self-reported answers by the consumer during the loan application and so was not a reliable measure of gambling severity.

47. CashnGo's policies from no later than September 2022, provided a "rule" that identified the maximum amount that could be loaned to a consumer if their loan application was approved, depending upon:

(a) whether the loan applicant had borrowed from CashnGo before; and

(b) an "internal risk score" (the calculation of which was also implemented as an algorithm in CashnGo's system).

48. CashnGo's system automatically:

(a) conducted an Equifax credit check on loan applicants, which generated an Equifax credit report (being a record of the loan applicant's credit history containing information used by lenders to assess their creditworthiness) which was used in the assessment of the application;

(b) applied the "rules" in the Underwriting Policy in order to determine whether the loan would be approved; and

(c) calculated an "internal risk score" using an automated machine learning model which, by 30 August 2024, used approximately 275 data points (with that score being between -300 and 1,227 in the period before August 2024, and, in the period from August 2024, between -300 and 9999).

49. The automated machine learning model which CashnGo's system used to generate the internal risk score was managed by a third-party provider based in India and the system's internal workings were not manually accessible by CashnGo staff.

50. The applicant's "internal risk score" was used by CashnGo to determine the maximum loan amount, and if that loan amount was determined to be "0", the application would be rejected.

H. CashnGo's debt recovery practices

51. After entering a SACC, CashnGo sent an email to consumers outlining their full repayment schedule, including the dates and amounts of all future repayments (each being a **Scheduled Repayment),** one day before the first Scheduled Repayment.

52. The consumer's repayment schedule was also accessible to consumers via the online portal accessible through CashnGo's website.

53. Consumers could request to amend their repayment schedule, including by:

(a) requesting a change to the repayment frequency between weekly, fortnightly or monthly intervals

(b) requesting an extension to the loan duration (and thereby reducing the repayment amount per instalment);

(c) requesting to postpone the next repayment date to any date before the subsequent scheduled repayment date; and

(d) requesting that all unpaid repayments be resumed from a future date.

54. In the following paragraphs, the term **"bank account"** refers to a consumer's nominated bank account, being the account:

(a) selected by CashnGo's system or nominated by the consumer in the manner identified in paragraph 42(a);

(b) to which the consumer's CashnGo loan was paid;

(c) from which CashnGo's automated system took or attempted to take loan repayments; and

(d) whose balance CashnGo's automated system monitored, for the purposes of taking loan repayments.

55. During the Relevant Period, CashnGo used a number of payment systems to collect loan repayments from consumers, which excluded a system called "Lara Pay" but included the following:

(a) Ezidebit, a third-party payments provider that facilitated payments by providing CashnGo with:

(i) an Application Programming Interface **(API)** to post traditional direct debit payments via the Bulk Electronic Clearing System, using a consumer's bank account and BSB number;

(ii) an API to post real-time debit card payments using a consumer's Visa or Mastercard debit card; and

(b) Payrix, a third-party payments provider that facilitated real-time debit card payments in a similar manner to Ezidebit.

56. As described in paragraphs 58 to 61 below, CashnGo's automated system used a consumer's Login Credentials, or Basiq connection:

(a) to monitor the consumer's bank account by conducting a balance check of the consumer's account on every Scheduled Repayment date; and

(b) in the event of default, to monitor their bank account on an hourly basis, as described in paragraph 61(b) below, but subject to paragraphs 61(b)(i)61(b)(ii) and 63 below.

57. In monitoring the consumer's bank account as described in paragraphs 27 above, CashnGo applied and relied upon the Authority Term 1 (until 11 August 2023) and then the Authority Term 2 (from 12 August 2023).

58. CashnGo's automated system for monitoring and withdrawing funds from a consumer's bank account:

(a) was configured to identify all loans with repayments due or overdue as at any given day and then queue requests to fetch bank account balances for all such accounts;

(b) used an algorithm designed to ensure a payment would not be attempted if:

(i) the account balance was less than $20 at the time the account balance was obtained **(Threshold Condition);** and

(ii) the account balance would become less than $5 if a payment were processed based on the account balance at the time the balance check was performed **(Minimum Balance Condition);** and

(c) subject to paragraph 58(b), used an algorithm to determine the funds to be withdrawn from a consumer's bank account, such that those instructions ran automatically on CashnGo's computer systems without the need for human intervention.

59. In practice, the algorithm did not always operate in the manner sought to be achieved as described in paragraph 58(b) above, such that the processing of the payment could occur when the account balance was less than $20 or result in the balance of the account falling below $5, including because, for the reasons set out in paragraphs 67 and 68, it was possible for:

(a) a payment request to be executed at a time when the Threshold Condition and Minimum Balance Condition would be satisfied; but

(b) at the time the payment request was processed, the balance of the relevant account may no longer meet the Threshold Condition or Minimum Balance Condition.

60. There were no policies, procedures or manuals provided to CashnGo employees which specifically related to the algorithm described in paragraph 58(c).

61. For each consumer with a Scheduled Repayment due on a given day, CashnGo's system was configured to operate as follows.

(a) If the initial balance check indicated the consumer's bank account had sufficient funds to make a Scheduled Repayment (having regard to the Threshold Condition and the Minimum Balance Condition), the system would execute a payment instruction to the consumer's bank account via direct debit, debit card or credit card (using the providers identified at paragraph 55).

(b) If the initial balance check indicated the consumer's bank account had insufficient funds to make a Scheduled Repayment (having regard to the Threshold Condition and the Minimum Balance Condition), the system would conduct hourly balance checks that day until sufficient funds for a Scheduled Repayment became available and:

(i) if sufficient funds became available that day to make a Scheduled Repayment (having regard to the Threshold Condition and the Minimum Balance Condition), the system would execute a payment instruction as described in paragraph 58(a); or

(ii) if sufficient funds did not become available that day to make a Scheduled Repayment (having regard to the Threshold Condition and the Minimum Balance Condition), the consumer would be in default of a Scheduled Repayment.

62. In conducting hourly checks of the consumer's bank account as described in paragraph 61(b) above, CashnGo applied and relied upon the Authority Term 1 (until 11 August 2023) and then the Authority Term 2 (from 12 August 2023).

63. The same process applied to recovery from consumers who had previously defaulted on a Scheduled Repayment and had repayments overdue on a given day, subject to paragraph 69 below.

64. For each of those consumers who had an overdue payment:

(a) hourly checks would be undertaken on their bank account by CashnGo's system every day after their Scheduled Repayment date; and

(b) once funds were available, CashnGo's system executed a payment instruction as described in paragraph 61(a) (subject to paragraph 59 above).

65. In monitoring a consumer's bank account in the manner described in paragraph 56 above, CashnGo applied and relied upon the Authority Term 1 (until 11 August 2023) or the Authority Term 2 (from 12 August 2023).

66. In executing a payment instruction as described in paragraph 61(a) above, CashnGo

applied and relied upon the Default Term.

67. A payment instruction as described in paragraphs 61(a) and 64:

(a) could occur immediately or could take up to several days to be processed (but during that processing time may show as a debit in the consumer's account and therefore be unavailable for the consumer to spend); and

(b) once executed, would cause CashnGo's "hourly checks", as described in paragraphs 61(b) and 64, to cease until the payment request had been processed.

68. When a payment instruction was processed by a bank, a consumer may have had more or less funds in their account than was indicated by CashnGo's balance check because of intervening transactions.

69. During the Relevant Period, CashnGo's automated system was configured to take the following amounts as part of any Unscheduled Withdrawal, following a consumer defaulting on a Scheduled Repayment:

(a) if there were sufficient funds available in the consumer's bank account to cover the whole of the overdue repayment, the full amount would be taken, provided that the Minimum Balance Condition was met;

(b) if the available funds in the consumer's bank account were less than the overdue repayment, an amount less than the overdue repayment would be taken, provided that, according to CashnGo's system, the Threshold Condition and the Minimum Balance Condition were satisfied;

(c) the process described in paragraph 69(b) would be repeated until such time as the total overdue amount was satisfied, subject to paragraphs 69(d) and 69(e);

(d) up until 6 August 2022, where there was more than one overdue repayment owing, if the consumer's available balance exceeded the total amount overdue, the whole of the overdue amounts would be collected by the processes described in paragraphs 69(a) to (c); and

(e) after 6 August 2022, when there was more than one overdue repayment owing, the automated system was limited so that during a single repayment frequency (being the time between Scheduled Repayments), the amount deducted by the processes described in paragraphs 69(a) to (c) was limited to the value of one overdue Scheduled Payment, irrespective of the total amount overdue.

70. During the Relevant Period, because of the delay between a payment instruction being

executed by CashnGo and subsequently processed by a bank (as described in paragraph 67) an Unscheduled Withdrawal sometimes resulted in an amount being debited that exceeded the account balance at the time of the withdrawal (see paragraph 59 above and 108 to 119 below). In such circumstances, the Unscheduled Withdrawal:

(a) resulted in the consumer being left with less than $5 in their account;

(b) resulted in the consumer's account being overdrawn; or

(c) was reversed by the bank such that CashnGo did not obtain the funds from the consumer.

71. By virtue of the system described above, Unscheduled Withdrawals were made on dates and in amounts outside of a consumer's repayment schedule as communicated to the consumer in the email referred to in paragraph 51 or as subsequently varied.

72. In making Unscheduled Withdrawals in the manner described in paragraph 69 above, CashnGo applied and relied upon the Default Term.

73. During the Relevant Period, but prior to December 2023, CashnGo would send:

(a) an automated email to consumers who had missed a Scheduled Repayment on or about the 5th day after the Scheduled Repayment was due indicating that CashnGo would *"try [the] payment again in the coming days"*;

(b) further automated emails to consumers who had missed a Scheduled Repayment:

(i) on or about the 14th day after the Scheduled Repayment was due;

(ii) on or about the 17th day after the Scheduled Repayment was due;

(iii) on or about the 20th day after the Scheduled Repayment was due;

(iv) on or about the 30th day after the Scheduled Repayment was due;

(v) on or about the 40th day after the Scheduled Repayment was due;

(vi) on or about the 43rd day after the Scheduled Repayment was due;

(vii) on or about the 45th day after the Scheduled Repayment was due;

(viii) on or about the 50th day after the Scheduled Repayment was due;

(ix) on or about the 55th day after the Scheduled Repayment was due; and

(c) automated text messages to consumers who had missed a Scheduled Repayment:

(i) on or about the 5th day after the Scheduled Repayment was due;

(ii) on or about the 17th day after the Scheduled Repayment was due;

(iii) on or about the 20th day after the Scheduled Repayment was due;

(iv) on or about the 30th day after the Scheduled Repayment was due;

(v) on or about the 41st day after the Scheduled Repayment was due;

(vi) on or about the 43rd day after the Scheduled Repayment was due; and

(vii) on or about the 55th day after the Scheduled Repayment was due.

74. During the Relevant Period, but from December 2023, CashnGo would send:

(a) an automated email to consumers who had missed a Scheduled Repayment on or about the 5th day after the Scheduled Repayment was due indicating that CashnGo would *"try [the] payment again in the coming days"*;

(b) further automated emails to consumers who had missed a Scheduled Repayment:

(i) between the 5th and 14th day after the Scheduled Repayment was due;

(ii) between the 14th and 17th day after the Scheduled Repayment was due;

(iii) between the 20th and 30th day after the Scheduled Repayment was due;

(iv) between the 30th and 41st day after the Scheduled Repayment was due;

(v) between the 43rd and 45th day after the Scheduled Repayment was due;

(vi) between the 45th and 73rd day after the Scheduled Repayment was due;

(vii) between the 75th and 75th day after the Scheduled Repayment was due;

(viii) between the 80th and 90th day after the Scheduled Repayment was due;

(ix) between the 90th and 100th day after the Scheduled Repayment was due;

(x) between the 100th and 110th day after the Scheduled Repayment was due;

(xi) between the 110th and 115th day after the Scheduled Repayment was due;

(xii) between the 115th and 120th day after the Scheduled Repayment was due; and

(xiii) between the 120th and 125th day after the Scheduled Repayment was due;

and

(c) automated text messages to consumers who had missed a Scheduled Repayment:

(i) between the 3rd and the 5th day after the Scheduled Repayment was due;

(ii) between the 6th and 14th day after the Scheduled Repayment was due;

(iii) between the 14th and 17th day after the Scheduled Repayment was due;

(iv) between the 17th and 20th day after the Scheduled Repayment was due;

(v) between the 20th and 30th day after the Scheduled Repayment was due;

(vi) between the 30th and 40th day after the Scheduled Repayment was due;

(vii) on or about the 40th day after the Scheduled Repayment was due;

(viii) between the 41st and 43rd day after the Scheduled Repayment was due;

(ix) between the 43rd and 45th day after the Scheduled Repayment was due;

(x) between the 45th and 50th day after the Scheduled Repayment was due;

(xi) between the 50th and 74th day after the Scheduled Repayment was due;

(xii) between the 76th and 80th day after the Scheduled Repayment was due;

(xiii) between the 80th and 90th day after the Scheduled Repayment was due;

(xiv) between the 90th and 100th day after the Scheduled Repayment was due;

(xv) between the 100th and 110th day after the Scheduled Repayment was due;

(xvi) between the 110th and 115th day after the Scheduled Repayment was due;

(xvii) between the 115th and 120th day after the Scheduled Repayment was due; and

(xviii) between the 120th and 125th day after the Scheduled Repayment was due.

75. The emails identified in paragraphs 73(a), 73(b), 74(a) and 74(b) and the text messages identified in paragraphs 73(c) and 74(c), above, provided a link to the consumer's online portal.

76. Other than the emails at paragraphs 73(a) and 73(b), the SMS and email communications sent by CashnGo did not provide consumers any prior notice of the timing, amount or frequency of any Unscheduled Withdrawals.

77. Because of the operation of the Unscheduled Withdrawals process, as described in paragraphs 63 to 64, a consumer may have been subject to an Unscheduled Withdrawal in the period immediately following a Scheduled Repayment date, but before receiving any of the emails or SMS messages referred to in paragraphs 73 and 74 above.

78. After CashnGo successfully made an Unscheduled Withdrawal, it would send the consumer an email or text message to inform them of this.

79. If a consumer failed to make a Scheduled Repayment in full according to the terms of the SACC and failed to remedy the default within 3 days, CashnGo imposed a dishonour fee of $30 for each such failure (**Default Fee**). The Default Fee was not charged for any failed attempt by CashnGo to recover overdue repayments through Unscheduled Withdrawals.

I. Unfair Contract Terms

80. CashnGo admits that the following terms are unfair pursuant to section 12BF(2A) of the ASIC Act for the reasons set out below.

Default Term

81. The Default Term would cause a significant imbalance in the parties' rights and obligations arising under the SACC (within the meaning of s 12BG(1)(a) of the ASIC Act) in that it:

    (a) authorises CashnGo to collect funds, or to attempt to deduct the outstanding repayment or the entire loan amount, from a consumer's bank account repeatedly, even if the consumer would be left without sufficient funds to meet their necessary living expenses;

    (b) exposes defaulting consumers to CashnGo's ongoing right of, and actions for, recovery of the entire loan amount at the time, and by the method, chosen by CashnGo; and

    (c) subject to the matters set out in paragraphs 53, 69(d) and 69(e), does not limit the timing, number or frequency of collections that CashnGo may undertake to recover outstanding funds, leaving the consumer with otherwise no ability to control or direct the deductions or attempted deductions from their bank account without breaching their contractual obligations;

    (d) does not require CashnGo to give a consumer any notice of its exercise of its rights under the Default Term, or of any attempted or actual collections of the outstanding funds.

82. The Default Term is not reasonably necessary to protect CashnGo's legitimate interests

within the meaning of s 12BG(1)(b) of the ASIC Act.

83. If the Default Term were to be applied or relied on, it would cause detriment (whether financial or otherwise) within the meaning of s 12BG(1)(c) of the ASIC Act to many (but not all) consumers who default on a SACC held with CashnGo because, particularly having regard to the Authority Terms (see paragraphs 84 to 86 below), it would result in those consumers likely losing control over their own finances, and their right to control their own finances, having money deducted from their account without notice as to the timing, amount or frequency of the deductions, and/or suffering financial hardship.

Authority Terms

84. Each of the Authority Terms would cause a significant imbalance in the parties' rights and obligations arising under the SACC in that:

(a) the consumer is thereby required to authorise CashnGo to collect and store the consumer's bank account information, without any limitations except "as long as reasonably necessary to enable us to carry on our business". This authority is not limited to CashnGo's consideration of a consumer's credit application;

(b) the consumer has no recourse under the SACC to prevent CashnGo improperly using its access to the consumer's bank account, including (but not limited to) undertaking the Unscheduled Withdrawals Practice (see paragraphs 90 to 92 below); and

(c) until 7 June 2026, the consumer has no recourse under the SACC to compensation from CashnGo for any loss or damage suffered by a consumer as a result of misuse, interference, or loss, or unauthorized access to, or modification or disclosure of, the consumer's Login Credentials.

85. Each of the Authority Terms is not reasonably necessary to protect CashnGo's legitimate interests within the meaning of s 12BG(1)(b) of the ASIC Act.

86. If applied or relied on (see 83 above), the Authority Terms would cause detriment (whether financial or otherwise) within the meaning of s 12BG(1)(c) of the ASIC Act:

(a) to many (but not all) of the consumers who defaulted under their SACCs because they would likely lose control over their own finances, and the right to manage their own finances, and/or suffer financial hardship, particularly having regard to the operation of the Default Term;

(b) to all consumers because CashnGo expressly disclaims liability for misuse, interference or loss, or unauthorized access to, or modification or disclosure of, the consumer's Login Credentials.

Indemnity Terms

87. Each of the Indemnity Terms would cause a significant imbalance in the parties' rights and obligations arising under the SACC because they operate so broadly, including even if CashnGo's act or omission is intentional, negligent or dishonest, and because there is no equivalent indemnity in favour of the consumer.

88. Each of the Indemnity Terms is not reasonably necessary to protect CashnGo's legitimate interests within the meaning of s 12BG(1)(b) of the ASIC Act.

89. Each of the Indemnity Terms would cause detriment to consumers, within the meaning of s 12BG(1)(c), of the ASIC Act if it was to be applied or relied on, by reason of their financial impost. For example, each Indemnity Term would compel a consumer to indemnify CashnGo for any penalties or costs incurred by CashnGo in litigation involving the exercise of its right to conduct the Unscheduled Withdrawals Practice (see paragraphs 63 to 72 above).

Limitation of Liability Terms

90. Each of the Limitation of Liability Terms would cause a significant imbalance in the parties' rights and obligations arising under the SACC within the meaning of s 12BG(1)(a) of the ASIC Act because they operate so broadly, including even if CashnGo's act or omission is intentional or negligent, and because there is no equivalent limitation of liability in favour of the consumer.

91. Each of the Limitation of Liability Terms is not reasonably necessary to protect CashnGo's legitimate interests within the meaning of s 12BG(1)(b) of the ASIC Act.

92. Each of the Limitation of Liability Terms would cause detriment to consumers, within the meaning of s 12BG(1)(c), of the ASIC Act if it was to be applied or relied on, because it would prevent consumers' from enforcing their rights to enforce liability for loss and by their financial impost (for example the Indemnity Terms would compel a consumer to indemnify CashnGo for any penalties or costs incurred by CashnGo in litigation involving the exercise of their rights to conduct the Unscheduled Withdrawals Practice).

J. Contraventions of unfair contract term provisions

93. During the Relevant Period, CashnGo entered into 201,674 SACCs with 85,603 consumers with a value of $207,818,051 which contained two or more of the Default Term, Authority Term 1, Authority Term 2, Indemnity Term 1, Indemnity Term 2, Limitation of Liability Term 1 and Limitation of Liability Term 2 which were unfair under section 12BF(1) of the ASIC

Act.

94. Section 12BF(2A) of the ASIC Act came into effect on 9 November 2023.

95. During the period:

(a) from 9 November 2023 to 7 May 2025 (inclusive), CashnGo entered into 39,054 SACCs with consumers, each of which contained the Default Term, Authority Term 2, Indemnity Term 2 and Limitation of Liability Term 2.

(b) from 8 May 2025 to 7 June 2026, CashnGo entered into 8,365 SACCs with consumers, each of which contained the Default Term, Authority Term 2, Indemnity Term 2 and Limitation of Liability Term 2;

(c) from 8 June to 30 June 2026, entered into 435 SACCs with consumers, each of which contained the Default Term, Authority Term 2.

96. CashnGo admits that:

(a) each time it entered into a SACC with a consumer containing each of the Default Term, Authority Term 2, Indemnity Term 2 and Limitation of Liability Term 2, it contravened s 12BF(2A) of the ASIC Act on four occasions; and

(b) each time it entered into a SACC with a consumer containing each of the Default Term and Authority Term 2, it contravened s 12BF(2A) of the ASIC Act on 2 occasions.

97. Accordingly, based on the facts admitted in paragraphs 95 and 96 CashnGo admits that it contravened s 12BF(2A) of the ASIC Act on 190,546 occasions.

98. During the period from 9 November 2023 to the date of this SAFA, CashnGo entered, applied and relied upon the Authority Term 2 each time it monitored consumer's bank account balance following that consumer missing a Scheduled Repayment in the manner described in paragraphs 63 to 72 above and, in doing so, CashnGo admits that it contravened s 12BF(2C) of the ASIC Act.

99. During the period from 9 November 2023 to the date of this SAFA, CashnGo applied and relied upon the Default Term each time it made an Unscheduled Withdrawal in the manner described in paragraphs 63 to 72 above and, in doing so, CashnGo admits that it contravened s 12BF(2C) of the ASIC Act.

K. Contraventions in respect of failure to issue notices to consumers whose direct debit defaulted

100. It is a requirement under s 87(3) of the Credit Code that, if a debtor authorises payment of an amount for a credit contract by direct debit and a default occurs, then on the first such occasion of default, the credit provider must give the debtor a notice complying with that section.

101. Pursuant to reg 85 of the *National Consumer Credit Protection Regulations 2010* (Cth), a notice complying with section 87(3) of the Credit Code must be in the form of Form 11A, set out in Schedule 1 to those Regulations.

102. CashnGo did not provide consumers with a notice complying withs 87(3) of the Credit Code after the first occasion of any default by the consumers during the period from 11 March 2021 to 6 June 2023 (non-compliant period).

103. Immediately prior to the non-compliant period:

(a) the system which sent the automated emails identified in paragraphs 73(a), 73(b), 74(a) and 74(b) (including their attachments) was updated; and

(b) an update was made, which deleted the attachment to the email that was meant to attach the Form 11A, such that after the update, while CashnGo sent such consumers an email notifying them of the default, the email did not attach the Form 11A notice.

104. The emails sent by CashnGo to consumers notifying them of the default did not include all of the information required by Form 11A. In particular:

(a) the emails expressly included:

(i) a company phone number as an avenue for support;

(ii) a request that the consumer contact the credit provider;

(iii) the amount that the consumer was in arrears at the time of default;

(iv) a warning that fees and charges were accumulating; and

(v) a link to the consumer's account with CashnGo **(Consumer's Account);** but

(b) the emails did not expressly include, by the 14th day after default the following mandatory information:

(i) suggesting that the consumer contact their financial institution or change their direct debit arrangements via their credit provider;

(ii) providing a warning that action may be taken against the consumer if the default in payment persists;

(iii) offering an opportunity to "discuss your situation" or to vary a contract;

(iv) proposing avenues to review a decision by supplying contact details and methods for lodging AFCA complaints; or

(v) providing a telephone number for options for a free and independent financial counsellor (specifically 1800 007 007) to explore debt management.

105. The Consumer's Account provided:

(a) a warning that action may be taken against a consumer if the default in payment persists;

(b) a mechanism to enable the consumer to vary a contract.

106. CashnGo's failure to issue Form 11A notices during the non-compliant period affected 53,057 consumers in relation to 67,545 SACCs.

107. In the premises of paragraphs 100 to 105 above, CashnGo admits that, during the non-compliant period, it contravened s 87(2) of the Credit Code on 67,545 occasions on which s 87 of the Credit Code applied, by failing in each case to give a defaulting debtor a notice complying with s 87(1) of the Credit Code within 14 days of a first direct debit default occurring.

Additional Facts in relation to Penalty

L. Consumer Harm

108. During the Relevant Period, CashnGo state that they did not rely on Indemnity Term 1, Indemnity Term 2, Limitation of Liability Term 1 or Limitation of Liability Term 2 and ASIC does not have any evidence to the contrary. The parties agree that if the Terms were applied or relied upon, they would cause detriment to the relevant consumer.

109. CashnGo's application of, and reliance on, the Default Term and/or Authority Term 2 during the Relevant Period to engage in the Unscheduled Withdrawal Practice risked leaving consumers with insufficient funds to meet essential living expenses. Consumer complaints to CashnGo indicate that this occurred to consumers, causing distress when consumers unexpectedly found they had insufficient funds to meet essential living expenses. Five examples of consumer complaints are provided below:

Complaint 1

110. On 26 April 2022, a consumer "DA" lodged a complaint with AFCA that "*I had missed a couple*

of payments in error and I did not know until today when they had just withdrawn 3 payments together (my payments are $90 – they had withdrawn $270 – leaving me and my family without food for the week". The outcome requested was "*that I enter into a fair and just payment arrangement to pay the debt back, they cannot just take what they like out of my account*". CashnGo provided its response to AFCA on 3 May 2022, identifying that three payments had been taken from DA's account between 20 and 23 April 2022. CashnGo's response also noted that DA had informed CashnGo that "*he has only $4.00 left in his account and he has nothing to feed to his family*".

Complaint 2

111. On 1 September 2022, a consumer JM lodged a complaint with AFCA as follows:

> My last repayment was due on 15th August, and it bounced back as my payment frequency changed from monthly to weekly (changed job), I forgot to mention it to Cashngo in due time, (my fault). They informed me that the payment was declined and to fix the situation as soon as possible by contacting them and organise payment arrangement. I have a lot of expenses (like anyone really) and was waited to get my pay to see what I could afford to be back on track, had used their loans before and never had a problem with repayments. After paying all my bills I had $270 left in my account on Thursday 18, before I could contact cashNgo they paid themselves $265, leaving with $5 until my next pay. This put me in a hardship, and I contacted them to let them know, I wrongly thought that they would have allowed me to get back to them with a way to clear my balance at a suitable pace. When I brought it up with them they never apologised for putting in me in financial difficulty and said that due to the contract they are allowed to take money from my account whenever it suits them, I was left to pay the $65 dollars outstanding. I actually got another small loan of $300 to go through the week and eat and I made a payment online of $20 to reduce the amount I owe them ($44 left to pay). It really feels like they can see my account because as soon as the money from the small loan came through, they proceed to charge me $74. I complained again and they never answered me they just sent me an account statement with a $30 fees for late payment.

Complaint 3

112. On or around 2 November 2022, consumer RP lodged a complaint with AFCA as follows:

> I currently have a small loan that incurs fortnightly repayments of 342 Due to starting a new role my pay is monthly and I asked to change this to the 15th of the month which I would then pay the full amount owing I believed they had agreed as per emails received My main concern is that they have stolen access to my bank account without my knowledge. Today I deposited 150 into my account to help with

some general living expenses that a friend gave me, within thirty minutes they had deducted 145 from my account. When I called them to ask why they took this amount and how did they know within thirty minutes I had deducted funds they said it's an automatic attempt to recoup the missed payment I do not think this is correct and argued with the consultant that I wanted to know how they knew exactly what was in my account as they withdrew everything there bar 5.00. At this point the consultant hung up on me I believe this provider is in breach of the privacy Act 2001 and is using my details incorrectly and should not have access to my bank details outside of gathering proper credit approval. I am most concerned that A. I tried to rectify the missed payment with them prior to this happening and was under the impression it was fixed B. The fact they did not try to resolve my complaint or provide options of assistance C . They are working unethically and have taken my personal details and gained access to my account without my consent.

<u>Complaint 4</u>

113. On 21 September 2023, consumer CB lodged a complaint with AFCA that CashnGo had "*[taken] 2100 out of my bank account today with no explanation at all and has left me destitute*". In subsequent correspondence with CashnGo regarding her complaint, CB stated "*you made me miss an appointment because YOU GAVE ME NO NOTICE OF DIRECT DR that was coming out hence I could not afford to pay to see surgeon. So now I have to wait another 6 weeks*".

<u>Complaint 5</u>

114. On or around 2 May 2025, consumer JS lodged a complaint with AFCA that CashnGo "*have taken a double payment... I have missed my rental payments because of this*". In subsequent correspondence with CashnGo, JS elaborated: "*My rent was late and put me behind. I was unable to put fuel in my car. Had to borrow more money to feed myself and son. It has been 2 weeks and I finally now get a reply from you only because I have now made a complaint to AFCA. Before this there was never anyone that could help me*".

<u>Number of Defaults</u>

115. Of the 227,148 SACCs on foot during the Relevant Period:

(a) 112,948 SACCs experienced at least one default;

(b) 83,725 SACCs experienced more than one default;

(c) 59,689 SACCs experienced more than three defaults;

(d) 87,869 SACCs were subject to at least one Unscheduled Withdrawal;

(e) 71,762 SACCs were subject to more than one Unscheduled Withdrawal; and

(f) 52,727 SACCs were subject to more than three Unscheduled Withdrawals.

116. The total value of Default Fees (as referred to in paragraph 79 above) imposed by CashnGo in relation to SACCs in default during the Relevant Period was $13,049,457.45.

<u>Unscheduled Withdrawals</u>

117. Data was compiled by CashnGo recording each Unscheduled Withdrawal which occurred during the Relevant Period. That data recorded that 53,650 unique CashnGo consumers and 76,362 unique CashnGo SACCs experienced Unscheduled Withdrawals during the Relevant Period.

118. For 47,290 of these consumers, CashnGo compiled data indicating the consumer's bank balance prior to the Unscheduled Withdrawal and their expected balance following the Unscheduled Withdrawal (by reference to the amount of the Unscheduled Withdrawal). This data indicated the following regarding the number of occasions upon which consumers were expected to have a bank balance below $100 following an Unscheduled Withdrawal:

Expected Remaining Balance	At least 1 occasion	At least 3 occasions	At least 5 occasions	At least 10 occasions	At least 20 occasions
Less than or equal to $0	252	4	2	0	0
Percentage	*0.53%*	*0.01%*	*0.00%*	*0.00%*	*0.00%*
Between $0.01 and $4.99	3,464	78	8	0	0
Percentage	*7.33%*	*0.16%*	*0.02%*	*0.00%*	*0.00%*
Exactly $5	34,177	17,078	9,834	3,447	716
Percentage	*72.27%*	*36.11%*	*20.80%*	*7.29%*	*1.51%*
Between $5.01 and $10	4,778	148	15	0	0
Percentage	*10.10%*	*0.31%*	*0.03%*	*0.00%*	*0.00%*
Less than or equal to $50	37,127	19,955	11,957	4,329	943
Percentage	*78.51%*	*42.20%*	*25.28%*	*9.15%*	*1.99%*
Less than or equal to $100	38,345	21,205	12,935	4,746	1,034
Percentage	*81.08%*	*44.84%*	*27.35%*	*10.04%*	*2.19%*

119. Following the end of the Relevant Period the Unscheduled Withdrawal Practice continued to the date of the SAFA and in the further period from 8 May 2025 to 30 June 2026:

(a) an additional 68,758 Unscheduled Withdrawals (including attempts) took place;

(b) of the Unscheduled Withdrawals (including attempts) which took place, 19,253 were successful and 49,505 were unsuccessful; and

(c) of the Unscheduled Withdrawals which succeeded, those withdrawals had a total value of $1,986,836.

M. Benefit derived from contravening conduct

120. It is impossible to precisely quantify the benefit derived or the detriment avoided from the

contravening conduct.

121. The Unscheduled Withdrawal Practice increased CashnGo's revenues and reduced its costs associated with collections from consumers. However, the Unscheduled Withdrawal Practice also caused additional costs to be incurred by CashnGo associated with addressing consumer complaints.

122. The total value of the Unscheduled Withdrawals during the Relevant Period was $33,853,088, broken down as follows:

(a) For the financial year ended 7 May 2025: $3,254,944;

(b) For the financial year ended 30 June 2024: $8,608,655;

(c) For the financial year ended 30 June 2023: $19,588,552;

(d) For the year 20 April 2022 to 30 June 2022; $2,400,937.

123. The total value of Unscheduled Withdrawals in the period from 9 November 2023 to 7 May 2025 was $7,446,747. In the period following the Relevant Period to 30 June 2026, the value of Unscheduled Withdrawals was $1,986,836.

N. Senior management awareness of contravening conduct

124. At all material times, George and Johnny Hajjar were senior managers of CashnGo and were aware of each of the terms which were included in CashnGo's SACCs and the Unscheduled Withdrawal Practice undertaken in reliance on those terms. George Hajjar was aware of complaints made by consumers regarding the impacts of the Unscheduled Withdrawal Practice in the nature of those referred to in paragraphs 110 to 114 above.

O. CashnGo's co-operation

125. After ASIC commenced proceedings against CashnGo on 30 June 2025, CashnGo:

(a) on 12 September 2025, in filing its response to ASIC's concise statement, admitted that it had contravened section 87 of the Credit Code, but otherwise denied ASIC's allegations of contravention;

(b) requested ASIC to participate in a mediation in respect of its allegations on 23 September 2025 and 25 November 2025 which ASIC agreed to participate in on 26 November 2025;

(c) agreed with ASIC, a statement of agreed facts which was filed on 6 February 2026;

(d) participated in a mediation with ASIC on 20 March 2026 and 17 April 2026;

(e) on 8 June 2026, following service of ASIC's evidence on 1 May 2025, amended its response to ASIC's Concise Statement to admit that the Limitation of Liability Term 1, Limitation of Liability Term 2, Indemnity Term 1 and Indemnity Term 2 were unfair contract terms within the meaning of section 12BF(2A) of the ASIC Act; and

(f) on or around the date this document was filed being, shortly before the trial was due to commence on 31 August 2026, admitted that the Authority Term 1, Authority Term 2 and Default Term were unfair contract terms within the meaning of section 12BF(2A) of the ASIC Act, and were applied or relied upon by CashnGo to engage in the Unscheduled Withdrawal Practice in contravention of section 12BF(2C) of the ASIC Act.

P. CashnGo's Financial Performance

126. During the Relevant Period, and in the years following, CashnGo recorded the following information in respect of its financial performance:

Financial Year	Total Revenue	Total Expenses	Net profit before tax	Impairments	Net assets	Dividends paid
Year ending 30 June 2022	$27,108,794	$11,586,318	$10,666,311	$7,649,423	$14,872,204	$585,000
Year ending 30 June 2023	$45,265,109	$29,102,608	$11,554,101	$15,490,698	$26,426,304	$0
Year ending 30 June 2024	$19,871,956	$15,953,592	$3,119,109	$12,724,018	$3,275,414	$26,270,000
Year ending 30 June 2025	$9,269,628	$6,751,726	$2,517,902	Unknown	$179,231	$5,000,000
Year up to 31 May 2026	$4,283,952	$3,404,435	$879,517	Unknown	$1,058,748	N/A

127. Each of the dividends paid as identified in paragraph 126 were declared before these proceedings were commenced.

Q. No prior findings of contravention

128. CashnGo has not previously been found by a Court to have engaged in any similar contravening conduct.

Date: 3 August 2025

Signed by Michael Hershan
MinterEllison
Solicitor for the Plaintiff

Signed by Matthew Rodgers

RBG Lawyers

Solicitor for the Defendant

Annexure A

Default Term

8. DEFAULT

...

3. If you do not remedy the default in accordance with the notice, subject to any other requirement of the law, the total amount remaining outstanding, together with all fees and charges, will become immediately due and payable to us.

...

7. You acknowledge and agree that on a default occurring, we may choose to do one or more of the following after complying with any notice or other requirements of the law:

...

2. collect by any of the methods referred to in the Request and Authority to Debit any outstanding amount from your bank account (including any days which are not scheduled for payments to be made).

Authority Term 1

A. Lara Pay Service Terms and Conditions

...

2. Our authority

1. You agree that we may perform the following activities in relation to your Bank Account:

a. log in to your Internet Banking Facility as your agent using login credentials that you have provided to us

b. create and save ourselves as a 'Pay Anyone' payee in your Internet Banking Facility, and

c. enter a payment instruction – either a for a one-off payment or a recurring periodic payment - in your internet banking facility in favour of us for an amount or amounts that you owe to us under any contract that you may have with us.

2. You acknowledge and agree that we act as your agent in performing the activities in

clause 2.1.

3. If requested by us, you agree to provide us with your Internet Banking Facility login credentials to enable us to perform the activities in clause 2.1.

4. We will store your login credentials securely in an encrypted format. Whilst we will take reasonable steps to ensure that your login credentials will be protected from misuse, interference and loss and from unauthorised access, modification or disclosure, we accept no liability for any loss or damage suffered by you as a result of misuse, interference or loss or unauthorised access, modification or disclosure of your login credentials.

5. At any time that you owe an amount to us, payment of which is to be made through the Lara Pay Service, you agree not to:

a. change your login credential for your Internet Banking Facility

b. remove any 'Pay Anyone' payee that we created in your Internet Banking Facility, or

c. cancel any payment instruction in favour of us that we created in your Internet Banking Facility.

6. Using your Bank Account electronically by Internet Banking Facility is typically covered by the *ePayments Code*. If the provider of your Bank Account is a subscriber to the *ePayments Code*, you have rights and obligations in respect of sharing your Internet Banking Facility login credentials. As such, by using the Bank Feed Provider's service, there is a risk that your rights under the *ePayments Code* may be affected. Your Bank Account provider may not necessarily endorse us accessing your Internet Banking Facility, and/or you may be liable for any unauthorised access or fraudulent activity on your account. You should check with your Bank Account provider if you have any concerns about this.

7. You acknowledge that providing your login credentials for your Internet Banking Facility to us may affect your rights under the *ePayments Code*. We are not liable for any diminution in your rights under the *ePayments Code* resulting from actions taken pursuant to these Terms and Conditions, or any loss or damage resulting from any diminution in your rights under the *ePayments Code*.

Authority Term 2

2. Our Authority

○ You agree that we may perform the following activities in relation to your Bank Account:

- collect and store the login credentials for your Internet Banking Facility
- log in to your Internet Banking Facility as your agent using the login credentials you provide to us
- access information about your Bank Account available in your Internet Banking Facility, including but not limited to:
    - account details – BSB, account number
    - account balances
    - transaction history
    - account statements
    - accountholder names
    - accountholder telephone numbers, and
    - accountholder email addresses
- store information about your Bank Account on our information systems for as long as reasonably necessary to enable us to carry on our business, and
- use information obtained about your Bank Account to decide whether or not to provide credit to you.

○ You acknowledge and agree that we act as your agent in performing the activities in clause 1.[1]

○ You agree to provide us with your Internet Banking Facility login credentials to enable us to perform the activities in clause 1.[2]

○ We will store your login credentials securely in an encrypted format. Whilst we will take reasonable steps to ensure that your login credentials will be protected from misuse, interference and loss and from unauthorised access, modification or disclosure, we accept no liability for any loss or damage suffered by you as a result

[1] "Clause 1" in this context is a reference to the first dot point under "2. Our Authority".
[2] See above.

of misuse, interference or loss or unauthorised access, modification or disclosure of your login credentials.

○ Using your Bank Account electronically by Internet Banking Facility is typically covered by the *ePayments Code*. If the provider of your Bank Account is a subscriber to the *ePayments Code*, you have rights and obligations in respect of sharing your Internet Banking Facility login credentials. As such, by using the Bank Feed Provider's service, there is a risk that your rights under the *ePayments Code* may be affected. Your Bank Account provider may not necessarily endorse us accessing your Internet Banking Facility, and/or you may be liable for any unauthorised access or fraudulent activity on your account. You should check with your Bank Account provider if you have any concerns about this.

○ You acknowledge that providing your login credentials for your Internet Banking Facility to us may affect your rights under the *ePayments Code.* We are not liable for any diminution in your rights under the *ePayments Code* resulting from actions taken pursuant to these Terms and Conditions, or any loss or damage resulting from any diminution in your rights under the *ePayments Code*.

Indemnity Term 1

A. Lara Pay Service Terms and Conditions

...

8. Indemnity

1. You must indemnify us against all loss, damage, expenses or costs incurred, including any reasonable legal costs incurred in investigating and contesting any claim, as a result of:

a. the performance of any obligation by us under these Terms and Conditions

b. the exercise of any right by us under these Terms and Conditions

c. a breach of these Terms and Conditions by you, or

d. any other criminal or civil wrongdoing by you

whether the act or omission in question is intentional or negligent, dishonest or otherwise. For the avoidance of doubt, loss or damage includes indirect loss or damage, consequential loss or damage and pure economic loss or damage.

Indemnity Term 2

7. Indemnity

○ You must indemnify us against all loss, damage, expenses or costs incurred, including any reasonable legal costs incurred in investigating and contesting any claim, as a result of:

- any exercise by us of our rights under these Terms and Conditions
- a breach of these Terms and Conditions by you, or
- any other criminal or civil wrongdoing by you

whether the act or omission in question is intentional or negligent, dishonest or otherwise. For the avoidance of doubt, loss or damage includes indirect loss or damage, consequential loss or damage and pure economic loss or damage.

Limitation of Liability Term 1

A. Lara Pay Service Terms and Conditions

...

9. Limitation of liability

1. We are not liable for any loss suffered by you or a third party as a result of:

   a. any act or omission by us in connection with these Terms and Conditions, whether intentional, negligent or otherwise

   b. your use of the Lara Pay Service to make payments to us

   c. our exercised [sic] of any right under these Terms and Conditions or under any law

Limitation of Liability Term 2

8. Limitation of liability

○ We are not liable for any loss suffered by you or a third party as a result of:

- any act or omission by us in connection with these Terms and Conditions, whether intentional, negligent or otherwise

▪ exercise of any right by us under these Terms and Conditions or under any law.

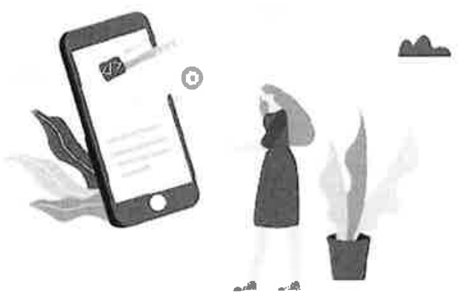
○ Where we are subject to any liability that may not be lawfully excluded, that liability is limited to the maximum extent permitted by law.

Annexure B

Index of Documents

No.	Document Identifier	Description	Time period in use	Unfair contract terms	Page Numbers
1.	VUE.1001.0002.0016	Default Email	11 March 2021 to 6 June 2023		42
2.	VUE.1050.0001.0178	Default Email (Template)	11 March 2021 to 6 June 2023		43 to 44
3.	VUE.0003.0019.0001	Bank Feed Terms of Use	20 April 2022 to 7 June 2026	Authority Term 2, Indemnity Term 2 and Limitation of Liability Term 2	45 to 52
4.	VUE.1023.0001.0052	Bank Feed Terms of Use	8 June 2026 to 30 June 2026	Authority Term 2	53 to 56
5.	VUE.1023.0004.0003	Direct Debit Request	20 April 2022 to 11 August 2023	Authority Term 1, Indemnity Term 1 and Limitation of Liability Term 1	57 to 67
6.	VUE.0003.0019.0019	Direct Debit Request	12 August 2023 to 8 November 2023		68 to 72
7.	VUE.0003.0019.0002	Direct Debit Request	9 November 2023 to 7 June 2026		73 to 76
8.	VUE.1023.0001.0089	Direct Debit Request	8 June 2026 to 30 June 2026		77 to 83
9.	VUE.0003.0019.0009	Offer to Provide Credit	20 April 2022 to 8 November 2023	Default Term	84 to 98
10.	VUE.1001.0002.0016	Offer to Provide Credit	9 November 2023 to 7 June 2026	Default Term	99 to 105
11.	VUE.1050.0001.0178	Offer to Provide Credit	8 June 2026 to 30 June 2026	Default Term	106 to 115

CashnGo



HEADS UP, YOUR PAYMENT FAILED?

Dear [redacted]

Don't worry we know these happen sometimes, so we will try your payment again in the coming days.

You can also make a payment yourself by logging into your Customer Dashboard and click on 'Make Extra Payment'

THANK YOU FOR BEING AN AMAZING CUSTOMER :)

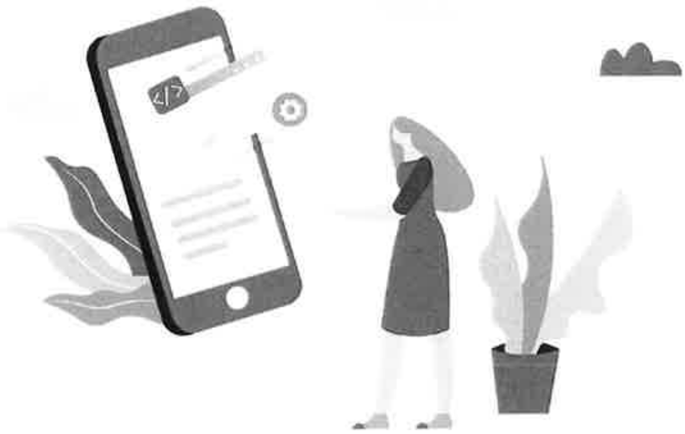
If you encounter any payment issues, please contact our dedicated team.

Late payment fees and charges are accumulating on your account!
If you need any assistance, please contact us at 13 13 11

Your Dedicated CashnGo Team

Suite 3, Level 1, 460 Church Street Parramatta NSW 2150
Phone: 13 13 11
customercare@cashngo.com.au - www.cashngo.com.au

CashnGo
EFFORTLESS LOANS



Heads up, Your Payment Failed?

Please take 2 minutes to get up to date!

Dear **{{GetData.firstname}}**,
Don't worry we know these happen sometimes, so we will try your payment again in the coming days.

You can also make a payment yourself by logging into your dashboard and clicking on 'Make Extra Payment'

MAKE PAYMENT NOW

THANK YOU FOR BEING AN AMAZING CUSTOMER

Avoid Late Fees and pay today!!!

Make A payment now on your cashngo Dashboard

Suite 3, Level 1, 460 Church Street Parramatta NSW 2150

Phone: 13 13 11

customercare@cashngo.com.au - www.cashngo.com.au

Available on the App Store

GET IT ON Google play

Need Help? Call Us On: 13 13 11 (https://www.facebook.com/cashngo/)
(https://twitter.com/CashnGoLoans) (https://www.linkedin.com/company/cashngo-australia/)
(https://www.instagram.com/cashngo/)

Bank Feed Terms

(/home/)

Bank Feed Terms & Conditions

1. **Consideration**

- In consideration for your agreement to be legally bound by these Terms and Conditions, Venture 5 Group Pty Ltd (trading as Cash N Go) (**we** or **us**) agrees to consider your application for credit.
- Nothing in these Terms and Conditions constitutes an agreement by us to provide credit to you.

2. **Our Authority**

- You agree that we may perform the following activities in relation to your Bank Account:
  - collect and store the login credentials for your Internet Banking Facility
  - log in to your Internet Banking Facility as your agent using the login credentials you provide to us
  - access information about your Bank Account available in your Internet Banking Facility, including but not limited to:
    - account details – BSB, account number
    - account balances
    - transaction history
    - account statements
    - accountholder names
    - accountholder telephone numbers, and
    - accountholder email addresses
  - store information about your Bank Account on our information systems for as long as reasonably necessary to enable us to carry on our business, and
  - use information obtained about your Bank Account to decide whether or not to provide credit to you.
- You acknowledge and agree that we act as your agent in performing the activities in clause 1.
- You agree to provide us with your Internet Banking Facility login credentials to enable us to perform the activities in clause 1.
- We will store your login credentials securely in an encrypted format. Whilst we will take reasonable steps to ensure that your login credentials will be protected from misuse, interference and loss and from

unauthorised access, modification or disclosure, we accept no liability for any loss or damage suffered by you as a result of misuse, interference or loss or unauthorised access, modification or disclosure of your login credentials.

- Using your Bank Account electronically by Internet Banking Facility is typically covered by the *ePayments Code*. If the provider of your Bank Account is a subscriber to the *ePayments Code*, you have rights and obligations in respect of sharing your Internet Banking Facility login credentials. As such, by using the Bank Feed Provider's service, there is a risk that your rights under the *ePayments Code* may be affected. Your Bank Account provider may not necessarily endorse us accessing your Internet Banking Facility, and/or you may be liable for any unauthorised access or fraudulent activity on your account. You should check with your Bank Account provider if you have any concerns about this.
- You acknowledge that providing your login credentials for your Internet Banking Facility to us may affect your rights under the *ePayments Code*. We are not liable for any diminution in your rights under the *ePayments Code* resulting from actions taken pursuant to these Terms and Conditions, or any loss or damage resulting from any diminution in your rights under the *ePayments Code*.

3. **Warranties**

- You warrant to us that:
  - you are entitled to conduct transactions on any Bank Account that you provide information to us about
  - you are entitled to access any Internet Banking Facility for which you supply login credentials to us
  - by agreeing to be bound by these Terms and Conditions and/or acting pursuant to these Terms and Conditions, you are not breaching any contract with another person that you are party to, and
  - any information that you provide to us under these Terms and Conditions is accurate and complete.
- You make the warranties in clause 1 immediately before agreeing to be bound by these Terms and Conditions and continuously at all times whilst we are providing the Basiq Service to you.
- You acknowledge that we act in reliance on the warranties in clause 1 in entering into this contract with you.

4. **Term and termination**

- You agree to be bound by these Terms and Conditions from the time that you provide the login credentials to your Internet Banking Facility to us until the later of the following:
  - we have decided to not provide credit to you, or
  - we have ceased holding information about your Bank Account
  - we terminate this contract in accordance with clause 2.
- We may terminate this contract at any time by giving you notice that we have destroyed all information about your Bank Account and your Internet Banking Facility login credentials. Termination under this clause 2 takes effect immediately after we give you the notice referred to in the immediately preceding sentence.
- All rights of termination provided under this clause 4 are in addition to any rights of termination available under law.

5. **Confidentiality and intellectual property**

- You retain ownership of any information that you supply to us in connection with these Terms and Conditions.
- However, you grant to us a perpetual, irrevocable and royalty-free licence to use the information for our benefit in connection with:

- providing products and services (including credit) to you
- performing our obligations under these Terms and Conditions
- maintaining the security of information held by us in connection with these Terms and Conditions
- developing and testing our products and services, and
- performing our obligations under contracts entered into with other persons,

including the right to copy, distribute, transit, reproduce, edit, translate and reformat the information and to sub-license any person to do the same.

- Nothing in these Terms and Conditions gives or transfers to you any interest in any of our intellectual property or goodwill.
- You must not take action which could adversely affect the value of our intellectual property rights.
- Notwithstanding any other clause in these Terms and Conditions, obligations under this clause 5 continue in force after termination of this contract.

6. **Changes to these Terms and Conditions**

- We may amend these Terms and Conditions at any time by providing you with one week prior notice of the change.
- We need not give prior notice of any change to these Terms and Conditions if we reasonably believe that the change will confer a benefit on you or lessen your obligations under these Terms and Conditions.
- We must act reasonably in exercising our rights under clause 1. we are taken to be acting reasonably if we amend these Terms and Conditions:
  - to comply with any change or anticipated change in any applicable law, code of practice or regulatory guidance
  - to reflect any decision of a court or tribunal
  - to reflect a change in our systems or procedures, including for security reasons
  - in a manner that confers a benefit or lessens our obligations under these Terms and Conditions, or
  - to make the provisions of these Terms and Conditions clearer.

7. **Indemnity**

- You must indemnify us against all loss, damage, expenses or costs incurred, including any reasonable legal costs incurred in investigating and contesting any claim, as a result of:
  - any exercise by us of our rights under these Terms and Conditions
  - a breach of these Terms and Conditions by you, or
  - any other criminal or civil wrongdoing by you

whether the act or omission in question is intentional or negligent, dishonest or otherwise. For the avoidance of doubt, loss or damage includes indirect loss or damage, consequential loss or damage and pure economic loss or damage.

- If a claim is made against us in respect of which we are entitled to be indemnified under clause 1, we will:
  - notify you of the claim
  - consult with you in relation to the claim, and
  - not settle or make any adverse admission without your prior written consent.
- The indemnity in clause 1 survives termination of these Terms and Conditions.

8. **Limitation of liability**

- We are not liable for any loss suffered by you or a third party as a result of:

    - any act or omission by us in connection with these Terms and Conditions, whether intentional, negligent or otherwise
    - exercise of any right by us under these Terms and Conditions or under any law.
- Where we are subject to any liability that may not be lawfully excluded, that liability is limited to the maximum extent permitted by law.

9. **General**

Notices

- We may provide any notice, demand, consent or other communication required or permitted to be made in writing under these Terms and Conditions by:
    - sending it to an email address that we reasonably believe is controlled by you, or
    - publishing it on our website.
- You are taken to have received any notice or demand given in accordance with clause 1:
    - when it is delivered to your email inbox, or
    - one business day after it is published on our website.

Privacy

- You agree that we may collect and deal with personal information about you in accordance with the *Privacy Act*, any Privacy Policy we have in force from time to time and any Collection Statement that we have provided to you.

Waiver

- A right under these Terms and Conditions may only be waived in writing, signed by the party waiving the right.
- A failure to exercise, or delay in exercising, a right does not operate as a waiver of the right or otherwise prevent future exercise of the right.
- A waiver of a right on one or more occasions doe not operate as a waiver of that right if it arises again.
- The exercise of a right does not prevent any further exercise of that right or any other rights.

Assignment

- You may not assign your rights under these Terms and Conditions without our prior written consent, which we must not unreasonably withhold.
- We may assign our rights under these Terms and Conditions to any related body corporate of ours or to any purchaser of our business. We will notify you as soon as practicable if we assign our rights under these Terms and Conditions.

Governing law and jurisdiction

- These Terms and Conditions are governed by the laws in force in the State of New South Wales.
- You agree to submit to the exclusive jurisdiction of the courts of New South Wales, including any courts exercising appellate jurisdiction from the courts of New South Wales, in respect of any disputes arising in connection with these Terms and Conditions.

10. **Definitions and interpretation**

- In this agreement:

Bank Account means a deposit account, purchased payment facility or other facility held by you from which electronic payments can be made

Collection Statement means any document given by us providing information in relation to our collection, use and disclosure of personal information collected about you

Internet Banking Facility means a facility, accessible via the internet, through which you can access the transaction history of, obtain statements for or make payments from your Bank Account

Privacy Policy means our Privacy Policy, if any, maintained in accordance with Australian Privacy Principle 1.3

these Terms and Conditions means the contract between you and us, the terms of which are set out in this document, and

this contract means these Terms and Conditions.

- A reference to:
  - any thing includes the whole and each part of it
  - a document includes any variation or replacement of it
  - law means common law, principles of equity, and laws made by parliament (and laws made by parliament include regulations and other instruments under them, and consolidations, amendments, re-enactments or replacements of them)
  - headings are for convenience only and do not affect the interpretation of these Terms and Conditions
  - the words *including*, *such as* or *for example* when introducing an example do not limit the meaning of the words to which the example relates to that example or examples of a similar kind
  - the word person includes an individual, a firm, a body corporate, an unincorporated association or an authority, and
  - the singular includes the plural and vice versa.
- The following interpretation rules apply to this agreement.
  - A provision of these Terms and Conditions must be read down if it is able to be read down and:
    - the provision, or these Terms and Conditions, is void, voidable or unenforceable if it is not read down, and
    - the provision, or these Terms and Conditions (as applicable), will not be void, voidable or unenforceable if the provision is read down.
  - A provision of these Terms and Conditions must be severed if, despite being read down in accordance with clause 3(a), the provision or these Terms and Conditions is void, voidable or unenforceable if the provision is not severed.
  - The other provisions of these Terms and Conditions remain in full effect despite the reading down or severance of any provision in accordance with this clause 3.

LOAN AMOUNT

$1200

Loan Length

2 months | 3 months | 4 months

PAYMENT DETAILS

Amount Borrowed	$1200
Fees*	$336.00
Total Repayment	$1536.00

APPLY NOW

At CashnGo we offer an **Effortless Service** tailored to you

About CashnGo Australia

CashnGo is a unique short term money lending business that provides fast loans to people who need extra cash. Our loans are really for people who require a small amount of money for a short time.

Legal

- Privacy Policy (/privacy-policy/)
- Website Terms & Conditions (/terms-and-conditions/)
- Credit Guide (/credit-guide/)
- Responsible Lending (/responsible-lending-charter/)
- Feedback & Complaints (/feedback-complaints/)
- Bank Feed Terms (/bank-feed-terms/)
- Target Market Determination (/target-market-determination/)

Types Of Loans

- Cash Loans (/cash-loans/)
- Same Day Loans (/same-day-loans/)
- Online Loans (/online-loans/)
- Quick Loans (/quick-loans/)
- Fast Cash (/loans/fast-cash/)
- Fast Loans (/loans/fast-loans/)

- Personal Loans (/personal-loans/)
- Short Term Loans (/short-term-loans/)
- Small Loans (/loans/small-loans/)
- Payday Loans (/payday-loans/)
- Cash Advance (/cash-advance/)
- Instant Cash (/loans/instant-cash/)
- Bad Credit Loans (/bad-credit-loans/)

Contact Us

Suite 3, Level 1, 460 Church Street Parramatta NSW 2150

13 13 11

customercare@cashngo.com.au

*For our Small Loans of $2,000 or less, an APR (Annual Percentage Rate) doesn't apply. These loans are fee-based only with a term between 62 and 180 days, and so the APR is 0%. The establishment fee is 20% of the amount borrowed and the monthly fee is 4% of the amount borrowed. Representative example: a loan of $1,000 repaid over 3 months equates to a total amount payable of $1,320 comprised of $1,000 principal (amount borrowed), $200 establishment fee and $120 in monthly fees. The maximum comparison rate on loans between $300 and $2000 is 199.43%.

For our Medium Loans between $2,100 and $5,000, with a term between 2 months and 12 months, the maximum Annual Percentage Rate (APR) is 48% (Comparison rate 65.6597% p.a.) and there is a $400 Establishment Fee. A Medium Loan of $3,000 borrowed over 1 year would equate to a total amount payable of $4,289 (including a $400 establishment fee).

WARNING ABOUT BORROWING (/WARNING-ABOUT-BORROWING/)

Bank Feed Terms & Conditions

1. **Consideration**
    a. In consideration for your agreement to be legally bound by these Terms and Conditions, Venture 5 Group Pty Ltd (trading as CashnGo) (**we** or **us**) agrees to consider your application for credit.
    b. Nothing in these Terms and Conditions constitutes an agreement by us to provide credit to you.
2. **Our Authority**
    a. You agree that we may perform the following activities in relation to your Bank Account:
        i. collect and store the login credentials for your Internet Banking Facility
        ii. log in to your Internet Banking Facility as your agent using the login credentials you provide to us
        iii. access information about your Bank Account available in your Internet Banking Facility, including but not limited to:
            A. account details – BSB, account number
            B. account balances
            C. transaction history
            D. account statements
            E. accountholder names
            F. accountholder telephone numbers, and
            G. accountholder email addresses
        iv. store information about your Bank Account on our information systems for as long as reasonably necessary to enable us to carry on our business, and
        v. use information obtained about your Bank Account to decide whether or not to provide credit to you.
    b. You acknowledge and agree that we act as your agent in performing the activities in clause 2(a).
    c. You agree to provide us with your Internet Banking Facility login credentials to enable us to perform the activities in clause 2(a).

We will store your login credentials securely in an encrypted format. We will take reasonable steps to ensure that your login credentials will be protected from misuse, interference and loss and from unauthorised access, modification or disclosure.

3. **Warranties**
    a. You warrant to us that:
        i. you are entitled to conduct transactions on any Bank Account that you provide information to us about
        ii. you are entitled to access any Internet Banking Facility for which you supply login credentials to us
        iii. by agreeing to be bound by these Terms and Conditions and/or acting pursuant to these Terms and Conditions, you are not breaching any contract with another person that you are party to, and
        iv. any information that you provide to us under these Terms and Conditions is accurate and complete.
    b. You make the warranties in clause 3(a) immediately before agreeing to be bound by these Terms and Conditions and continuously at all times whilst we are providing the Basiq Service to you.
    c. You acknowledge that we act in reliance on the warranties in clause 3(a) in entering into this contract with you.
4. **Term and termination**
    a. You agree to be bound by these Terms and Conditions from the time that you provide the login credentials to your Internet Banking Facility to us until the later of the following:
        i. we have decided to not provide credit to you, or
        ii. we have ceased holding information about your Bank Account
        iii. we terminate this contract in accordance with clause 4(b).
    b. We may terminate this contract at any time by giving you notice that we have destroyed all information about your Bank Account and your Internet Banking Facility login credentials. Termination under this clause 4(b). takes effect immediately after we give you the notice referred to in the immediately preceding sentence.

   c. All rights of termination provided under this clause 4 are in addition to any rights of termination available under law.

5. **Confidentiality and intellectual property**
   a. You retain ownership of any information that you supply to us in connection with these Terms and Conditions.
   b. However, you grant to us a perpetual, irrevocable and royalty-free licence to use the information for our benefit in connection with:
      i. providing products and services (including credit) to you
      ii. performing our obligations under these Terms and Conditions
      iii. maintaining the security of information held by us in connection with these Terms and Conditions
      iv. developing and testing our products and services, and
      v. performing our obligations under contracts entered into with other persons,

   including the right to copy, distribute, transit, reproduce, edit, translate and reformat the information and to sub-license any person to do the same.

   c. Nothing in these Terms and Conditions gives or transfers to you any interest in any of our intellectual property or goodwill.
   d. You must not take action which could adversely affect the value of our intellectual property rights.
   e. Notwithstanding any other clause in these Terms and Conditions, obligations under this clause 5 continue in force after termination of this contract.
6. **Changes to these Terms and Conditions**
   a. We may amend these Terms and Conditions at any time by providing you with one week prior notice of the change.
   b. We need not give prior notice of any change to these Terms and Conditions if we reasonably believe that the change will confer a benefit on you or lessen your obligations under these Terms and Conditions.
   c. We must act reasonably in exercising our rights under clause 6(a). we are taken to be acting reasonably if we amend these Terms and Conditions:
      i. to comply with any change or anticipated change in any applicable law, code of practice or regulatory guidance
      ii. to reflect any decision of a court or tribunal
      iii. to reflect a change in our systems or procedures, including for security reasons
      iv. in a manner that confers a benefit or lessens our obligations under these Terms and Conditions, or
      v. to make the provisions of these Terms and Conditions clearer.
7. **General**

7.1 Notices

   a. We may provide any notice, demand, consent or other communication required or permitted to be made in writing under these Terms and Conditions by:
      i. sending it to an email address that we reasonably believe is controlled by you, or
      ii. publishing it on our website.
   b. You are taken to have received any notice or demand given in accordance with clause 7.1(a):
      i. when it is delivered to your email inbox, or
      ii. one business day after it is published on our website.

7.2 Privacy

   a. You agree that we may collect and deal with personal information about you in accordance with the *Privacy Act*, any Privacy Policy we have in force from time to time and any Collection Statement that we have provided to you.

7.3 Waiver

a. A right under these Terms and Conditions may only be waived in writing, signed by the party waiving the right.
b. A failure to exercise, or delay in exercising, a right does not operate as a waiver of the right or otherwise prevent future exercise of the right.
c. A waiver of a right on one or more occasions does not operate as a waiver of that right if it arises again.
d. The exercise of a right does not prevent any further exercise of that right or any other rights.

7.4 Assignment

a. You may not assign your rights under these Terms and Conditions without our prior written consent, which we must not unreasonably withhold.
b. We may assign our rights under these Terms and Conditions to any related body corporate of ours or to any purchaser of our business. We will notify you as soon as practicable if we assign our rights under these Terms and Conditions.

7.5 Governing law and jurisdiction

a. These Terms and Conditions are governed by the laws in force in the State of New South Wales.
b. You agree to submit to the exclusive jurisdiction of the courts of New South Wales, including any courts exercising appellate jurisdiction from the courts of New South Wales, in respect of any disputes arising in connection with these Terms and Conditions.

8. **Definitions and interpretation**
   a. In this agreement:
      i. **Bank Account** means a deposit account, purchased payment facility or other facility held by you from which electronic payments can be made;
      ii. **Collection Statement** means any document given by us providing information in relation to our collection, use and disclosure of personal information collected about you;
      iii. **Internet Banking Facility** means a facility, accessible via the internet, through which you can access the transaction history of, obtain statements for or make payments from your Bank Account;
      iv. **Privacy Policy** means our Privacy Policy, if any, maintained in accordance with Australian Privacy Principle 1.3;
      v. **these Terms and Conditions** means the contract between you and us, the terms of which are set out in this document; and
      vi. **this contract** means these Terms and Conditions.
   b. A reference to:
      i. any thing includes the whole and each part of it;
      ii. a document includes any variation or replacement of it;
      iii. law means common law, principles of equity, and laws made by parliament (and laws made by parliament include regulations and other instruments under them, and consolidations, amendments, re-enactments or replacements of them);
      iv. headings are for convenience only and do not affect the interpretation of these Terms and Conditions;
      v. the words including, such as or for example when introducing an example do not limit the meaning of the words to which the example relates to that example or examples of a similar kind;
      vi. the word person includes an individual, a firm, a body corporate, an unincorporated association or an authority; and
      vii. the singular includes the plural and vice versa.
   c. The following interpretation rules apply to this agreement.
      i. A provision of these Terms and Conditions must be read down if it is able to be read down and:
         A. the provision, or these Terms and Conditions, is void, voidable or unenforceable if it is not read down, and
         B. the provision, or these Terms and Conditions (as applicable), will not be void, voidable or unenforceable if the provision is read down.

ii. A provision of these Terms and Conditions must be severed if, despite being read down in accordance with clause 8(c)(i), the provision or these Terms and Conditions is void, voidable or unenforceable if the provision is not severed.
iii. The other provisions of these Terms and Conditions remain in full effect despite the reading down or severance of any provision in accordance with this clause 8(c).

DIRECT DEBIT REQUEST

Venture 5 Group Pty Ltd (trading as CashnGo Australia)

Request and authority to debit

Surname: {{Info.lastname}}
Given names: {{Info.firstname}} (**you**)

request and authorise Venture 5 Group Pty Ltd trading as CashnGo Australia (User ID 165969, 303909, 301203, 234040, 234072, 428198) (**CashnGo**) to debit your nominated account any amount that CashnGo has deemed payable by you.

This debit or charge will be made through the Bulk Electronic Clearing System (**BECS**) from your account held at the financial institution you have nominated below and will be subject to the terms and conditions of the Direct Debit Request Service Agreements set out in the Payment Authorities Terms and Conditions document.

Nominated Account Details

Account Name	BSB Number	Account Number
{{!!!BankAccounts.account_name}}	{{!!!BankAccounts.bsb_number}}	{{!!!BankAccounts.account_number}}

Nominated Bank Card Details

Cardholder Name	: {{CardInfo.CardholderName}}
Debit Card Number	: {{CardInfo.DebitCardNumber}}
Card Type	: {{CardInfo.CardType}}

Acknowledgement

By signing below, you instruct and authorise us to take payment from the account nominated above by any of the following methods:

1. Direct Debit Request
2. Debit Card payment, or
3. Lara Pay Service,

and agree to be bound by the terms set out in the CashnGo Australia Payment Authorities Terms and Conditions included overleaf.

By signing below, you also warrant that you have read, understand and agree to be bound by the CashnGo Australia Payment Authorities Terms and Conditions and acknowledge that we rely on this warranty in processing payments from you.

{{Info.firstname}} {{Info.lastname}}	{{Info.contract_sign_ip}}	{{Info.offer_date}}
Digitally Signed by	**IP Address**	**Date**

Lara Pay Service Agreement and Direct Debit Service Agreement

CashnGo Australia Payment Authorities Terms and Conditions

Venture 5 Group Pty Ltd trading as CashnGo Australia (ABN 82 156 288 078) Australian Credit Licence Number 431627 (referred to as 'CashnGo Australia', 'we', 'our', 'us') is a short term and small amount loan credit provider.

In processing payments under credit contracts, we may use a combination of the following services:

a. Lara Pay Service,
b. Debit Card, and
c. Ezidebit Direct Debit services.

You agree that we may in our absolute discretion select any of the above payment methods to process a payment from you and agree to be bound by the terms and conditions set out in any of the following documents as are applicable to that payment method:

a. Lara Pay Service Terms and Conditions (see A below)
b. Ezidebit DDR Service Agreement (see B below)

The terms of these documents may impose obligations on you in favour of third parties. You agree that we may enforce those obligations against you on behalf of the third parties who benefit from them.

The above-mentioned documents operate independently of one another, unless otherwise expressly stated in them, and the terms of more than one may govern payments the we process from you.

A. Lara Pay Service Terms and Conditions

1. **Lara Pay Service**
    1. In consideration for your agreement to be legally bound by these Terms and Conditions, Venture 5 Group Pty Ltd (trading as CashnGo Australia) (**we** or **us**) agrees to process payments for you through the Lara Pay Service.

2. We will use reasonable efforts to ensure that the Lara Pay Service is continuously available and that all payments will be processed by the time which they are due to be paid to us. However, we offer no warranties about the availability of the Lara Pay Service at any time and accept no liability for loss resulting from the Lara Pay Service being unavailable at any time for any reason, or for the late processing of a payment.
3. You agree that we may modify the operation of the Lara Pay Service where we consider it reasonably necessary to:
    a. improve our ability to process payments on your behalf, and/or
    b. protect our legitimate commercial interests.

2. **Our authority**
    1. You agree that we may perform the following activities in relation to your Bank Account:
        a. log in to your Internet Banking Facility as your agent using login credentials that you have provided to us
        b. create and save ourselves as a 'Pay Anyone' payee in your Internet Banking Facility, and
        c. enter a payment instruction – either a for a one-off payment or a recurring periodic payment - in your internet banking facility in favour of us for an amount or amounts that you owe to us under any contract that you may have with us.
    2. You acknowledge and agree that we act as your agent in performing the activities in clause 2.1.
    3. If requested by us, you agree to provide us with your Internet Banking Facility login credentials to enable us to perform the activities in clause 2.1.
    4. We will store your login credentials securely in an encrypted format. Whilst we will take reasonable steps to ensure that your login credentials will be protected from misuse, interference and loss and from unauthorised access, modification or disclosure, we accept no liability for any loss or damage suffered by you as a result of misuse, interference or loss or unauthorised access, modification or disclosure of your login credentials.
    5. At any time that you owe an amount to us, payment of which is to be made through the Lara Pay Service, you agree not to:
        a. change your login credential for your Internet Banking Facility
        b. remove any 'Pay Anyone' payee that we created in your Internet Banking Facility, or
        c. cancel any payment instruction in favour of us that we created in your Internet Banking Facility.
    6. Using your Bank Account electronically by Internet Banking Facility is typically covered by the *ePayments Code*. If the provider of your Bank Account is a subscriber to the *ePayments Code*, you have rights and obligations in respect of sharing your Internet Banking Facility login credentials. As such, by using the Bank Feed Provider's service, there is a risk that your rights under the *ePayments Code* may be affected. Your Bank Account provider may not necessarily endorse us accessing your Internet Banking Facility, and/or you may be liable for any unauthorised access or fraudulent activity on your account. You should check with your Bank Account provider if you have any concerns about this.

7. You acknowledge that providing your login credentials for your Internet Banking Facility to us may affect your rights under the *ePayments Code*. We are not liable for any diminution in your rights under the *ePayments Code* resulting from actions taken pursuant to these Terms and Conditions, or any loss or damage resulting from any diminution in your rights under the *ePayments Code*.

3. **External service providers**
    1. We may utilise external service providers (for example, a direct debit service provider or card payment system provider) to process payments for you. Our agreements with external service providers may require us to provide their service terms and conditions to you and warrant that you agree to be bound by those terms and conditions.
    2. You agree to be bound by the terms and conditions of an external service provider whose terms and conditions we provide you with a copy of.
4. **Warranties**
    1. You warrant to us that:
        a. you are entitled to conduct transactions on any Bank Account that you ask us to process a payment from
        b. you are entitled to access any Internet Banking Facility for which you supply login credentials to us
        c. by agreeing to be bound by these Terms and Conditions and/or acting pursuant to these Terms and Conditions, you are not breaching any contract with another person that you are party to, and
        d. any information that you provide to us under these Terms and Conditions is accurate and complete.
    2. You make the warranties in clause 4.1 immediately before agreeing to be bound by these Terms and Conditions and continuously at all times whilst we are providing the Lara Pay Service to you.
    3. You acknowledge that we act in reliance on the warranties in clause 4.1 in:
        a. entering into this contract with you, and
        b. deciding to continue providing the Lara Pay Service to you.
5. **Term and Termination**
    1. You agree to be bound by these Terms and Conditions from the time that you provide the login credentials to your Internet Banking Facility to us until the later of the following:
        a. you owe no further amount to us
        b. we have made alternative arrangements with you for the payment of amounts that you owe to us, or
        c. we terminate this contract in accordance with clause 5.2.
    2. We may terminate this contract at any time by giving you at least one month notice.
    3. Notwithstanding clauses 5.1 and 5.2, we may terminate this contract at any time without notice if:
        a. you breach an obligation under these Terms and Conditions in a material respect and, if the breach is capable of being remedied, it has not been remedied within three business days of us giving you a notice setting out details of the breach
        b. you breach any law in our conduct in relation to the Lara Pay Service, and

   c. we become aware that you have misrepresented information to us when entering into this contract.
4. All rights of termination provided under this clause 5 are in addition to any rights of termination available under law.

6. **Confidentiality and intellectual property**
   1. You retain ownership of any information that you supply to us in connection with the Lara Pay Service.
   2. However, by supplying information to us, you grant to us a perpetual, irrevocable and royalty-free licence to use the information for our benefit in connection with:
      a. providing products and services (including credit) to you
      b. performing our obligations under these Terms and Conditions
      c. maintaining the security of information held by us in connection with the Lara Pay Service
      d. developing and testing our products and services, and
      e. performing our obligations under contracts entered into with other persons, including the right to copy, distribute, transit, reproduce, edit, translate and reformat the information and to sub-license any person to do the same.
   3. You agree that all information you obtain when using the Lara Pay Service is confidential and may not be used or disclosed other than for the purpose of using the Lara Pay Service in accordance with these terms and conditions.
   4. Clause 6.3 does not apply to information that is widely known for reasons other than your breach of clause 6.3.
   5. Nothing in these Terms and Conditions gives or transfers to you any interest in any of our intellectual property or goodwill.
   6. You must not take action which could adversely affect the value of our intellectual property rights.
   7. Notwithstanding any other clause in these Terms and Conditions, obligations under this clause 6 continue in force after termination of this contract.
7. **Changes to these terms and conditions**
   1. We may amend these Terms and Conditions at any time by providing you with one week prior notice of the change.
   2. We need not give prior notice of any change to these Terms and conditions if we reasonably believe that the change will confer a benefit on you or lessen your obligations under these Terms and Conditions.
   3. We must act reasonably in exercising our rights under clause 7.1. We are taken to be acting reasonably if we amend these Terms and Conditions:
      a. to comply with any change or anticipated change in any applicable law, code of practice or regulatory guidance
      b. to reflect any decision of a court or tribunal
      c. to reflect a change in our systems or procedures, including for security reasons
      d. in a manner that confers a benefit or lessens our obligations under these Terms and Conditions, or
      e. to make the provisions of these Terms and Conditions clearer.
8. **Indemnity**

1. You must indemnify us against all loss, damage, expenses or costs incurred, including any reasonable legal costs incurred in investigating and contesting any claim, as a result of:
    a. the performance of any obligation by us under these Terms and Conditions
    b. the exercise of any right by us under these Terms and Conditions
    c. a breach of these Terms and Conditions by you, or
    d. any other criminal or civil wrongdoing by you

    whether the act or omission in question is intentional or negligent, dishonest or otherwise. For the avoidance of doubt, loss or damage includes indirect loss or damage, consequential loss or damage and pure economic loss or damage.

2. If a claim is made against us in respect of which we are entitled to be indemnified under clause 8.1, we will:
    a. notify you of the claim
    b. consult with you in relation to the claim, and
    c. not settle or make any adverse admission without your prior written consent.
3. The indemnity in clause 8.1 survives termination of these Terms and Conditions.

9. **Limitation of liability**
    1. We are not liable for any loss suffered by you or a third party as a result of:
        a. any act or omission by us in connection with these Terms and Conditions, whether intentional, negligent or otherwise
        b. your use of the Lara Pay Service to make payments to us
        c. our exercised of any right under these Terms and Conditions or under any law.
    2. Where we are subject to any liability that may not be lawfully excluded, that liability is limited to the maximum extent permitted by law.

10. **General**

    Notices
    1. We may provide any notice, demand, consent or other communication required or permitted to be made in writing under these Terms and Conditions by:
        a. sending it to an email address that we reasonably believe is controlled by you, or
        b. publishing it on our website.
    2. You are taken to have received any notice or demand given in accordance with clause 10.1:
        a. when it is delivered to your email inbox, or
        b. one business day after it is published on our website.

    Privacy
    3. You agree that we may collect and deal with personal information about you in accordance with the *Privacy Act*, any Privacy Policy we have in force from time to time and any Collection Statement that we have provided to you.

    Waiver
    4. A right under these Terms and Conditions may only be waived in writing, signed by the party waiving the right.

5. A failure to exercise, or delay in exercising, a right does not operate as a waiver of the right or otherwise prevent future exercise of the right.
6. A waiver of a right on one or more occasions does not operate as a waiver of that right if it arises again.
7. The exercise of a right does not prevent any further exercise of that right or any other rights.

Assignment

8. You may not assign your rights under these Terms and Conditions without our prior written consent, which we must not unreasonably withhold.
9. We may assign our rights under these Terms and Conditions to any related body corporate of ours or to any purchaser of our business. We will notify you as soon as practicable if we assign our rights under these Terms and Conditions.

Governing law and jurisdiction

10. These Terms and Conditions are governed by the laws in force in the State of New South Wales.
11. You agree to submit to the exclusive jurisdiction of the courts of New South Wales, including any courts exercising appellate jurisdiction from the courts of New South Wales, in respect of any disputes arising in connection with these Terms and Conditions.

Entire agreement

12. These Terms and Conditions represent the entire agreement between you and us in relation to the making of payments through the Lara Pay Service.
13. You agree that any representations made by us or our agents that are not reproduced in these Terms and Conditions do not form part of the Terms and Conditions and have not been relied upon by you in agreeing to be bound by these Terms and Conditions.

11. **Definitions and interpretation**
    1. In this agreement:
       Bank Account means a deposit account, purchased payment facility or other facility held by you from which electronic payments can be made
       Collection Statement means any document given by us providing information in relation to our collection, use and disclosure of personal information collected about you
       Internet Banking Facility means a facility, accessible via the internet, through which you can access the transaction history of, obtain statements for or make payments from your Bank Account
       Privacy Policy means our Privacy Policy, if any, maintained in accordance with Australian Privacy Principle 1.3
       Lara Pay Service means the service provided under these Terms and Conditions by which we process payments from your Bank Account for amounts that you owe to us
       these Terms and Conditions means the contract between you and us, the terms of which are set out in this document, and
       this Contract means these Terms and Conditions.
    2. A reference to:
       a. any thing includes the whole and each part of it
       b. a document includes any variation or replacement of it

c. law means common law, principles of equity, and laws made by parliament (and laws made by parliament include regulations and other instruments under them, and consolidations, amendments, re-enactments or replacements of them)
d. headings are for convenience only and do not affect the interpretation of these Terms and Conditions
e. the words including, such as or for example when introducing an example do not limit the meaning of the words to which the example relates to that example or examples of a similar kind
f. the word person includes an individual, a firm, a body corporate, an unincorporated association or an authority, and
g. the singular includes the plural and vice versa.

3. The following interpretation rules apply to this agreement.
    a. A provision of these Terms and Conditions must be read down if it is able to be read down and:
        i. the provision, or these Terms and Conditions, is void, voidable or unenforceable if it is not read down, and
        ii. the provision, or these Terms and Conditions (as applicable), will not be void, voidable or unenforceable if the provision is read down.
    b. A provision of these Terms and Conditions must be severed if, despite being read down in accordance with clause 11.3(a), the provision or these Terms and Conditions is void, voidable or unenforceable if the provision is not severed.
    c. The other provisions of these Terms and Conditions remain in full effect despite the reading down or severance of any provision in accordance with this clause 11.3.

B. Ezidebit DDR Service Agreement

Ezidebit Pty Ltd – DDR Service Agreement (Ver 1.9)

I/We hereby authorise Ezidebit Pty Ltd CAN 096 902 813 (Direct Debit User ID number 165969, 303909, 301203, 234040, 234072, 428198) (herein referred to as "Ezidebit") to make periodic debits on behalf of the "Business" as indicated on the attached Direct Debit Request (herein referred to as "the Business")

I/We acknowledge that Ezidebit is acting as a Direct Debit Agent for the Business and that Ezidebit does not provide any goods or services (other than the direct debit collection services to me/us for the Business pursuant to the Direct Debit Request and this DDR Service Agreement) and has no express or implied liability in regards to the goods and services provided by the Business or the terms and conditions of any agreement that I/We have with the Business.

I/We acknowledge that the debit amount will be debited from my/our account according to the terms and conditions of my/our agreement with the Business and the terms and conditions of the

Direct Debit Request (and specifically the Debit Arrangement and the Fee/Charges detailed in the Direct Debit Request) and this DDR Service Agreement.

I/We acknowledge that bank account and/or credit card details have been verified against a recent bank statement to ensure accuracy of the details provided and I/we will contact my/our financial institution if I/we are uncertain of the accuracy of these details.

I/We acknowledge that is my/our responsibility to ensure that there are sufficient cleared funds in the nominated account by the due date to enable the direct debit to be honoured on the debit date. Direct debits normally occur overnight, however transactions can take up to three (3) business days depending on the financial institution. Accordingly, I/we acknowledge and agree that sufficient funds will remain in the nominated account until the direct debit amount has been debited from the account and that if there are insufficient funds available, I/we agree that Ezidebit will not be held responsible for any fees and charges that may be charged by either my/our or its financial institution.

I/We acknowledge that there may be a delay in processing the debit if:

1. there is a public or bank holiday on the day of the debit, or any day after the debit date;
2. a payment request is received by Ezidebit on a day that is not a banking business day in Queensland;
3. A payment request is received after normal Ezidebit cut off times, being 3:00pm Queensland time, Monday to Friday.

Any payments that fall due on any of the above will be processed on the next business day.

I/We authorise Ezidebit to vary the amount of the payments from time to time as may be agreed by me/us and the Business as provided for within my/our agreement with the Business. I/We authorise Ezidebit to vary the amount of the payments upon receiving instructions from the Business of the agreed variations. I/We do not require Ezidebit to notify me/us of such variations to the debit amount.

I/We acknowledge that Ezidebit is to provide at least 14 days' notice if it proposes to vary any of the terms and conditions of the Direct Debit Request or this DDR Service Agreement including varying any of the terms of the Debit arrangements between us.

I/We acknowledge that I/we will contact the Business if I/we wish to alter or defer any of the debit arrangements.

I/We acknowledge that any request by me/us to stop or cancel the debit arrangements will be directed to the Business.

I/We acknowledge that any disputed debit payments will be directed to the Business and/or Ezidebit. If no resolution is forthcoming, I/we agree to contact my/our financial institution.

I/We acknowledge that is a debit is returned by my/our financial institution as unpaid, a failed payment fee may be payable by me/us to Ezidebit. Where a failed payment fee is applicable, the amount will be as detailed in the Debit Arrangement of the Direct Debit Request. I/We will also be responsible for any fees and charges applied by my/our financial institution for each unsuccessful debit attempt together with any collection fees, including but not limited to any solicitor fees and/or collection agent fee as may be incurred by Ezidebit.

I/We authorise Ezidebit to attempt to re-process any unsuccessful payments as advised by the Business.

I/We acknowledge that certain fees and charges (including setup, variation, SMS or processing fees) may apply to the Direct Debit Request and may be payable to Ezidebit and subject to my/our agreement with the Business agree to pay those fees and charges to Ezidebit.

Credit Card / Debit Payments

I/We acknowledge that "Ezidebit" will appear as the merchant for all payments from my/our credit/debit card. I/We acknowledge and agree that Ezidebit will not be held liable for any disputed transactions resulting in the non supply of goods and/or services and that all disputes will be directed to the Business as Ezidebit is acting only as a Direct Debit Agent for the Business.

I/We acknowledge that Credit Card Fees are a minimum of the Transaction Fee or the Credit Card Fee, whichever is greater as detailed on the Direct Debit Request.

I/We appoint Ezidebit as my/our exclusive agent with regard to the control, management and protection of my/our personal information (relating to the Business and contained in this DDR Service Agreement). I/We irrevocably authorise Ezidebit to take all necessary action (which Ezidebit deems necessary) to protect and/or correct, if required, my/our personal information, including (but not limited to) correcting account numbers and providing such information to relevant third parties and otherwise disclosing or allowing access to my/our personal information to third parties in accordance with the Ezidebit Privacy Policy.

Other than as provided in this agreement or the Ezidebit Privacy Policy, Ezidebit will keep your information about your nominated account at the financial institution private and confidential unless this information is required to investigate a claim made relating to an alleged incorrect or wrongful debit, to be referred to a debit collection agency for the purposes of debt collection or as otherwise required or permitted by law. Ezidebit's Privacy Policy can be found at http://www.ezidebit.com/au/privacy-policy/

I/We hereby irrevocably authorise direct and instruct any third party who holds/stores my/our personal information (relating to the Business and contained in this DDR Service Agreement) to release and provide such information to Ezidebit on my/our written request.

I/We authorise:

a. Ezidebit to verify and/or correct, if necessary, details of my/our account with my/our financial institution; and
b. my/our financial institution to release information allowing Ezidebit to verify my/our account details.

DIRECT DEBIT REQUEST AND AUTHORITY

Venture 5 Group Pty Ltd (trading as CashnGo Australia)

Request to debit and authority

Surname: {{Info.lastname}}
Given names: {{Info.firstname}} (**you**)

request and authorise Venture 5 Group Pty Ltd trading as CashnGo Australia (User ID 165969, 303909, 301203, 234040, 234072, 428198) (**CashnGo**) to debit your nominated account any amount that CashnGo has deemed payable by you.

This debit or charge will be made through the Bulk Electronic Clearing System (**BECS**) from your account held at the financial institution you have nominated below and will be subject to the terms and conditions of the Direct Debit Request Service Agreements set out in the Payment Authorities Terms and Conditions document.

Nominated Account Details

Account Name	BSB Number	Account Number
{{!!!BankAccounts.account_name}}	{{!!!BankAccounts.bsb_number}}	{{!!!BankAccounts.account_number}}

Nominated Bank Card Details

Cardholder Name	: {{CardInfo.CardholderName}}
Debit Card Number	: {{CardInfo.DebitCardNumber}}
Card Type	: {{CardInfo.CardType}}

Acknowledgement

By signing below, you instruct and authorise us to take payment from the account nominated above by any of the following methods:

1. Direct Debit Request
2. Debit Card payment

and agree to be bound by the terms set out in the CashnGo Australia Payment Authorities Terms and Conditions included overleaf.

By signing below, you also warrant that you have read, understand and agree to be bound by the CashnGo Australia Payment Authorities Terms and Conditions and acknowledge that we rely on this warranty in processing payments from you.

{{Info.firstname}} {{Info.lastname}}	{{Info.contract_sign_ip}}	{{Info.offer_date}}
Digitally Signed by	**IP Address**	**Date**

Authority

In addition, by signing below, you agree that we may access data from your bank (on a "read only" basis) when:

1. a loan application is made;
2. a payment is due to be made (whether a scheduled payment or a payment to make up an overdue amount), or
3. you log onto your dashboard on our website.

We access that data so that we can:-

1. complete our assessment of your application;
2. determine whether there are sufficient funds to enable a payment to be made. By so doing, we will try to prevent, so far as we are able, the imposition of a dishonour fee by your financial institution to your account and incurring a default fee pursuant to the credit contract. As a result of that enquiry, we may change the amount of the payment to be taken. You acknowledge that we may not undertake the data retrieval on every occasion, and that you will not rely on us doing so, and
3. check the details we have are accurate.

Direct Debit Service Agreement

CashnGo Australia Payment Authorities Terms and Conditions

Venture 5 Group Pty Ltd trading as CashnGo Australia (ABN 82 156 288 078) Australian Credit Licence Number 431627 (referred to as 'CashnGo Australia', 'we', 'our', 'us') is a short term and small amount loan credit provider.

In processing payments under credit contracts, we may use a combination of the following services:

a. Debit Card, and
b. Ezidebit Direct Debit services

You agree that we may in our absolute discretion select either of the above payment methods to process a payment from you and agree to be bound by the terms and conditions set out in the DDR Service Agreement below.

The terms of the Service Agreement may impose obligations on you in favour of third parties. You agree that we may enforce those obligations against you on behalf of the third parties who benefit from them.

Ezidebit DDR Service Agreement

Ezidebit Pty Ltd - DDR Service Agreement (Ver 1.9)

I/We hereby authorise Ezidebit Pty Ltd ACN 096 902 813 (Direct Debit User ID number 165969, 303909, 301203, 234040, 234072, 428198) (herein referred to as "Ezidebit") to make periodic debits on behalf of the "Business" as indicated on the attached Direct Debit Request (herein referred to as "the Business")

I/We acknowledge that Ezidebit is acting as a Direct Debit Agent for the Business and that Ezidebit does not provide any goods or services (other than the direct debit collection services to me/us for the Business pursuant to the Direct Debit Request and this DDR Service Agreement) and has no express or implied liability in regards to the goods and services provided by the Business or the terms and conditions of any agreement that I/We have with the Business.

I/We acknowledge that the debit amount will be debited from my/our account according to the terms and conditions of my/our agreement with the Business and the terms and conditions of the Direct Debit Request (and specifically the Debit Arrangement and the Fee/Charges detailed in the Direct Debit Request) and this DDR Service Agreement.

I/We acknowledge that bank account and/or credit card details have been verified against a recent bank statement to ensure accuracy of the details provided and I/we will contact my/our financial institution if I/we are uncertain of the accuracy of these details.

I/We acknowledge that is my/our responsibility to ensure that there are sufficient cleared funds in the nominated account by the due date to enable the direct debit to be honoured on the debit date. Direct debits normally occur overnight, however transactions can take up to three (3) business days depending on the financial institution. Accordingly, I/we acknowledge and agree that sufficient funds will remain in the nominated account until the direct debit amount has been debited from the account and that if there are insufficient funds available, I/we agree that Ezidebit will not be held responsible for any fees and charges that may be charged by either my/our or its financial institution.

I/We acknowledge that there may be a delay in processing the debit if:

1. there is a public or bank holiday on the day of the debit, or any day after the debit date;

2. a payment request is received by Ezidebit on a day that is not a banking business day in Queensland;
3. A payment request is received after normal Ezidebit cut off times, being 3:00pm Queensland time, Monday to Friday.

Any payments that fall due on any of the above will be processed on the next business day.

I/We authorise Ezidebit to vary the amount of the payments from time to time as may be agreed by me/us and the Business as provided for within my/our agreement with the Business. I/We authorise Ezidebit to vary the amount of the payments upon receiving instructions from the Business of the agreed variations. I/We do not require Ezidebit to notify me/us of such variations to the debit amount.

I/We acknowledge that Ezidebit is to provide at least 14 days' notice if it proposes to vary any of the terms and conditions of the Direct Debit Request or this DDR Service Agreement including varying any of the terms of the Debit arrangements between us.

I/We acknowledge that I/we will contact the Business if I/we wish to alter or defer any of the debit arrangements.

I/We acknowledge that any request by me/us to stop or cancel the debit arrangements will be directed to the Business.

I/We acknowledge that any disputed debit payments will be directed to the Business and/or Ezidebit. If no resolution is forthcoming, I/we agree to contact my/our financial institution.

I/We acknowledge that is a debit is returned by my/our financial institution as unpaid, a failed payment fee may be payable by me/us to Ezidebit. Where a failed payment fee is applicable, the amount will be as detailed in the Debit Arrangement of the Direct Debit Request. I/We will also be responsible for any fees and charges applied by my/our financial institution for each unsuccessful debit attempt together with any collection fees, including but not limited to any solicitor fees and/or collection agent fee as may be incurred by Ezidebit.

I/We authorise Ezidebit to attempt to re-process any unsuccessful payments as advised by the Business.

I/We acknowledge that certain fees and charges (including setup, variation, SMS or processing fees) may apply to the Direct Debit Request and may be payable to Ezidebit and subject to my/our agreement with the Business agree to pay those fees and charges to Ezidebit.

Credit Card / Debit Payments

I/We acknowledge that "Ezidebit" will appear as the merchant for all payments from my/our credit/debit card. I/We acknowledge and agree that Ezidebit will not be held liable for any disputed transactions resulting in the non supply of goods and/or services and that all disputes will be directed to the Business as Ezidebit is acting only as a Direct Debit Agent for the Business.

I/We acknowledge that Credit Card Fees are a minimum of the Transaction Fee or the Credit Card Fee, whichever is greater as detailed on the Direct Debit Request.

I/We appoint Ezidebit as my/our exclusive agent with regard to the control, management and protection of my/our personal information (relating to the Business and contained in this DDR Service Agreement). I/We irrevocably authorise Ezidebit to take all necessary action (which Ezidebit deems necessary) to protect and/or correct, if required, my/our personal information, including (but not limited to) correcting account numbers and providing such information to relevant third parties and otherwise disclosing or allowing access to my/our personal information to third parties in accordance with the Ezidebit Privacy Policy.

Other than as provided in this agreement or the Ezidebit Privacy Policy, Ezidebit will keep your information about your nominated account at the financial institution private and confidential unless this information is required to investigate a claim made relating to an alleged incorrect or wrongful debit, to be referred to a debit collection agency for the purposes of debt collection or as otherwise required or permitted by law. Ezidebit's Privacy Policy can be found at http://www.ezidebit.com/au/privacy-policy/

I/We hereby irrevocably authorise direct and instruct any third party who holds/stores my/our personal information (relating to the Business and contained in this DDR Service Agreement) to release and provide such information to Ezidebit on my/our written request.

I/We authorise:

a. Ezidebit to verify and/or correct, if necessary, details of my/our account with my/our financial institution; and
b. my/our financial institution to release information allowing Ezidebit to verify my/our account details.

DIRECT DEBIT REQUEST AND AUTHORITY

Venture 5 Group Pty Ltd (trading as CashnGo Australia)

Request to debit and authority

Surname: [redacted]
Given names: [redacted] (you)

request and authorise Venture 5 Group Pty Ltd trading as CashnGo Australia (User ID 165969, 303909, 301203, 234040, 234072, 428198) (**CashnGo**) to debit your nominated account any amount that CashnGo has deemed payable by you.

This debit or charge will be made through the Bulk Electronic Clearing System (**BECS**) from your account held at the financial institution you have nominated below and will be subject to the terms and conditions of the Direct Debit Request Service Agreements set out in the Payment Authorities Terms and Conditions document.

Nominated Account Details

Account Name	BSB Number	Account Number
[redacted]		[redacted]
[redacted]	[redacted]	[redacted]

Nominated Bank Card Details

Cardholder Name : [redacted]
Debit Card Number : [redacted]
Card Type : [redacted]

Acknowledgement

By signing below, you instruct and authorise us to take payment from the account nominated above by any of the following methods:

1. Direct Debit Request
2. Debit Card payment

and agree to be bound by the terms set out in the CashnGo Australia Payment Authorities Terms and Conditions included overleaf.

By signing below, you also warrant that you have read, understand and agree to be bound by the CashnGo Australia Payment Authorities Terms and Conditions and acknowledge that we rely on this warranty in processing payments from you.

[redacted]	[redacted]	[redacted]
Digitally Signed by	**IP Address**	**Date**

Authority

In addition, by signing below, you agree that we may access data from your bank (on a "read only" basis) when:

1. a loan application is made;
2. a payment is due to be made (whether a scheduled payment or a payment to make up an overdue amount), or
3. you log onto your dashboard on our website.

We access that data so that we can:-

1. complete our assessment of your application;
2. determine whether there are sufficient funds to enable a payment to be made. By so doing, we will try to prevent, so far as we are able, the imposition of a dishonour fee by your financial institution to your account and incurring a default fee pursuant to the credit contract. As a result of that enquiry, we may change the amount of the payment to be taken. You acknowledge that we may not undertake the data retrieval on every occasion, and that you will not rely on us doing so, and
3. check the details we have are accurate.

Direct Debit Service Agreement

CashnGo Australia Payment Authorities Terms and Conditions

Venture 5 Group Pty Ltd trading as CashnGo Australia (ABN 82 156 288 078) Australian Credit Licence Number 431627 (referred to as 'CashnGo Australia', 'we', 'our', 'us') is a short term and small amount loan credit provider.

In processing payments under credit contracts, we may use a combination of the following services:

a. Debit Card,
b. Zepto Payments Pty Ltd, and
c. Ezidebit Direct Debit services

You agree that we may in our absolute discretion select either of the above payment methods to process a payment from you and agree to be bound by the terms and conditions set out in the DDR Service Agreement below.

The terms of the Service Agreement may impose obligations on you in favour of third parties. You agree that we may enforce those obligations against you on behalf of the third parties who benefit from them.

Terms and Conditions of Zepto Payments Pty Ltd ("Zepto") Direct Debit Request ("DDR") Service Agreement

1. INITIAL TERMS By agreeing to a Direct Debit Request, Zepto will debit your nominated account for the amounts and at the frequency of payments as agreed between you and the Payment Initiator. Zepto has been contracted by the Payment Initiator to collect direct debit payments from you and does not provide any goods or services to you.
2. CHANGE OF TERMS The terms of this Agreement or a DDR may be varied at any time by giving you at least 30 days' written notice. This is managed through the Zepto Platform.
3. DEFERRING OR STOPPING A PAYMENT Should you wish to defer a payment to another date you must contact the Payment Initiator before the date of that payment to request the deferment. Deferments are entirely at the discretion of the Payment Initiator. You may request to stop an individual payment through the Zepto platform however you will still be liable to make this payment to the Payment Initiator.
4. ALTERING THE SCHEDULE Should you wish to alter the payment frequency or Day to Debit contact the Payment Initiator. Altering schedule is solely at the discretion of the Payment Initiator. The Payment Initiator may charge a fee for this service. The Payment Initiator shall notify you of these fees. Any changes made will not affect the total amount you would otherwise have paid over the minimum term of your Contract.
5. CANCELLING THE PAYMENTS You can cancel this Direct Debit Request Authority at any time by contacting the Payment Initiator or Zepto. Cancellation of the authority to debit your account will not terminate your contract or remove your liability to make the payments you have agreed to with the Payment Initiator.
6. LIABILITY If you stop or cancel either a DDR or an individual debit payment as a result of a variation to the terms of this Direct Debit Service Agreement or a DDR by Zepto or the Payment Initiator, no penalty will be imposed on you.
7. DISPUTES If you dispute any debit payment, you must notify the Payment Initiator immediately. The Payment Initiator will respond to your dispute within 7 working days and will immediately refund the amount of the debit if they are not able to substantiate the reason for it. If you do not receive a satisfactory response from the Payment Initiator to your dispute, contact Zepto who will respond to you with an answer to your claim within 5 business days if your claim is lodged within 12 months of the disputed drawing, or within 30 business days if your claim is lodged after 12 months from the disputed drawing.
8. BUSINESS DAYS When the day to debit falls on a weekend or public holiday the debit will be initiated on the next business day.
9. DISHONOURED PAYMENTS It is your responsibility to ensure that on the due date clear funds are available in your nominated account to meet the direct debit payment. Should your payment be dishonoured, you authorise Zepto to debit your account when clear funds become available in your nominated bank account.
10. ENQUIRIES Please direct enquiries to support@zepto.com.au.
11. PRIVACY Zepto will keep information relating to your nominated account confidential in accordance with Zepto's Privacy Policy, available at zepto.com.au/privacy.
12. YOUR OTHER RESPONSIBILITIES In addition to those already mentioned, you are responsible for ensuring that your nominated account is able to accept direct debits. If it is not, it is your responsibility to provide Zepto with a new account number.

You request and authorise Zepto Payments Pty Ltd (User ID #454146, 492448, 500298, 507533, 518403, 518404, 531942, 543948, 543950, 543949, 543954, 543947, 543955, 543956, 543957, 543958, 543962, 600993, 600994, 600995, 600996, 600997, 600998, 600999, 601001, 601002, 601003, 601004, 601005, 601006, 601007, 601008, 612056, 612057, 613600, 613601, 613602, 613603, 613604, 613605, 613606, 613607, 613608, 613609) ("Zepto") on behalf of the Payment Initiator with whom you have a direct debit agreement, to arrange through its own financial institution, to debit from your nominated account any amount the Payment Initiator has deemed payable by you.

This debit or charge will be made through the Bulk Electronic Clearing System (BECS) from your account held at the financial institution you have nominated and will be subject to the terms and conditions of the Direct Debit Request Service Agreement.

Zepto Payments does not accept any liability for the provision, merchantable quality or fitness for purpose of the underlying goods or services provided to the User by the Payment Initiator and/or merchant and therefore the User holds Zepto Payments harmless for any claim that may arise from the non-provision of services by the Payment Initiator and/or merchant or any other claim that may be made against the Payment Initiator and/or merchant under Consumer Law.

Ezidebit DDR Service Agreement

Ezidebit Pty Ltd - DDR Service Agreement (Ver 1.9)

I/We hereby authorise Ezidebit Pty Ltd ACN 096 902 813 (Direct Debit User ID number 165969, 303909, 301203, 234040, 234072, 428198) (herein referred to as "Ezidebit") to make periodic debits on behalf of the "Business" as indicated on the attached Direct Debit Request (herein referred to as "the Business")

I/We acknowledge that Ezidebit is acting as a Direct Debit Agent for the Business and that Ezidebit does not provide any goods or services (other than the direct debit collection services to me/us for the Business pursuant to the Direct Debit Request and this DDR Service Agreement) and has no express or implied liability in regards to the goods and services provided by the Business or the terms and conditions of any agreement that I/We have with the Business.

I/We acknowledge that the debit amount will be debited from my/our account according to the terms and conditions of my/our agreement with the Business and the terms and conditions of the Direct Debit Request (and specifically the Debit Arrangement and the Fee/Charges detailed in the Direct Debit Request) and this DDR Service Agreement.

I/We acknowledge that bank account and/or credit card details have been verified against a recent bank statement to ensure accuracy of the details provided and I/we will contact my/our financial institution if I/we are uncertain of the accuracy of these details.

I/We acknowledge that is my/our responsibility to ensure that there are sufficient cleared funds in the nominated account by the due date to enable the direct debit to be honoured on the debit date. Direct debits normally occur overnight, however transactions can take up to three (3) business days depending on the financial institution. Accordingly, I/we acknowledge and agree that sufficient funds will remain in the nominated account until the direct debit amount has been debited from the account and that if there are insufficient funds available, I/we agree that Ezidebit will not be held responsible for any fees and charges that may be charged by either my/our or its financial institution.

I/We acknowledge that there may be a delay in processing the debit if:

1. there is a public or bank holiday on the day of the debit, or any day after the debit date;
2. a payment request is received by Ezidebit on a day that is not a banking business day in Queensland;
3. A payment request is received after normal Ezidebit cut off times, being 3:00pm Queensland time, Monday to Friday.

Any payments that fall due on any of the above will be processed on the next business day.

I/We authorise Ezidebit to vary the amount of the payments from time to time as may be agreed by me/us and the Business as provided for within my/our agreement with the Business. I/We authorise Ezidebit to vary the amount of the payments upon receiving instructions from the Business of the agreed variations. I/We do not require Ezidebit to notify me/us of such variations to the debit amount.

I/We acknowledge that Ezidebit is to provide at least 14 days' notice if it proposes to vary any of the terms and conditions of the Direct Debit Request or this DDR Service Agreement including varying any of the terms of the Debit arrangements between us.

I/We acknowledge that I/we will contact the Business if I/we wish to alter or defer any of the debit arrangements.

I/We acknowledge that any request by me/us to stop or cancel the debit arrangements will be directed to the Business.

I/We acknowledge that any disputed debit payments will be directed to the Business and/or Ezidebit. If no resolution is forthcoming, I/we agree to contact my/our financial institution.

I/We acknowledge that is a debit is returned by my/our financial institution as unpaid, a failed payment fee may be payable by me/us to Ezidebit. Where a failed payment fee is applicable, the amount will be as detailed in the Debit Arrangement of the Direct Debit Request. I/We will also be responsible for any fees and charges applied by my/our financial institution for each unsuccessful debit attempt together with any collection fees, including but not limited to any solicitor fees and/or collection agent fee as may be incurred by Ezidebit.

I/We authorise Ezidebit to attempt to re-process any unsuccessful payments as advised by the Business.

I/We acknowledge that certain fees and charges (including setup, variation, SMS or processing fees) may apply to the Direct Debit Request and may be payable to Ezidebit and subject to my/our agreement with the Business agree to pay those fees and charges to Ezidebit.

Credit Card / Debit Payments

I/We acknowledge that "Ezidebit" will appear as the merchant for all payments from my/our credit/debit card. I/We acknowledge and agree that Ezidebit will not be held liable for any disputed transactions resulting in the non supply of goods and/or services and that all disputes will be directed to the Business as Ezidebit is acting only as a Direct Debit Agent for the Business.

I/We acknowledge that Credit Card Fees are a minimum of the Transaction Fee or the Credit Card Fee, whichever is greater as detailed on the Direct Debit Request.

I/We appoint Ezidebit as my/our exclusive agent with regard to the control, management and protection of my/our personal information (relating to the Business and contained in this DDR Service Agreement). I/We irrevocably authorise Ezidebit to take all necessary action (which Ezidebit deems necessary) to protect and/or correct, if required, my/our personal information, including (but not limited to) correcting account numbers and providing such information to relevant third parties and otherwise disclosing or allowing access to my/our personal information to third parties in accordance with the Ezidebit Privacy Policy.

Other than as provided in this agreement or the Ezidebit Privacy Policy, Ezidebit will keep your information about your nominated account at the financial institution private and confidential unless this information is required to investigate a claim made relating to an alleged incorrect or wrongful debit, to be referred to a debit collection agency for the purposes of debt collection or as otherwise required or permitted by law. Ezidebit's Privacy Policy can be found at http://www.ezidebit.com/au/privacy-policy/

I/We hereby irrevocably authorise direct and instruct any third party who holds/stores my/our personal information (relating to the Business and contained in this DDR Service Agreement) to release and provide such information to Ezidebit on my/our written request.

I/We authorise:

a. Ezidebit to verify and/or correct, if necessary, details of my/our account with my/our financial institution; and
b. my/our financial institution to release information allowing Ezidebit to verify my/our account details.

DIRECT DEBIT REQUEST AND AUTHORITY

Venture 5 Group Pty Ltd (trading as CashnGo Australia)

Request to debit and authority

Surname: [redacted]
Given names: [redacted] **(you)**

request and authorise Venture 5 Group Pty Ltd trading as CashnGo Australia to debit your nominated account any amount that CashnGo Australia has deemed payable by you.

This debit or charge will be made through the Bulk Electronic Clearing System (**BECS**) from your account held at the financial institution you have nominated below and will be subject to the terms and conditions of the Direct Debit Request Service Agreements set out in the Payment Authorities Terms and Conditions document.

Nominated Account Details

Account Name	BSB Number	Account Number
[redacted]	[redacted]	[redacted]

Nominated Bank Card Details

Cardholder Name: [redacted]
Debit Card Number: [redacted]
Card Type: [redacted]

Acknowledgement

By signing below, you instruct and authorise us to take payment from the account nominated above by any of the following methods:

1. Direct Debit Request
2. Debit Card payment

and agree to be bound by the terms set out in the CashnGo Australia Payment Authorities Terms and Conditions included overleaf.

By signing below, you also warrant that you have read, understand and agree to be bound by the Venture 5 Group Pty Ltd Payment Authorities Terms and Conditions and acknowledge that we rely on this warranty in processing payments from you.

[redacted]	[redacted]	[redacted]
Digitally Signed by	**IP Address**	**Date**

Authority

In addition, by signing below, you agree that we may access data from your bank (on a "read only" basis) when:

1. a loan application is made;
2. a payment is due to be made (whether a scheduled payment or a payment to make up an overdue amount), or
3. you log onto your dashboard on our website.

We access that data so that we can:-

1. complete our assessment of your application;
2. determine whether there are sufficient funds to enable a payment to be made. By so doing, we will try to prevent, so far as we are able, the imposition of a dishonour fee by your financial institution to your account and incurring a default fee pursuant to the credit contract. As a result of that enquiry, we may change the amount of the payment to be taken. You acknowledge that we may not undertake the data retrieval on every occasion, and that you will not rely on us doing so, and
3. check the details we have are accurate.

Direct Debit Service Agreement

CashnGo Australia Payment Authorities Terms and Conditions

Venture 5 Group Pty Ltd trading as CashnGo Australia (ABN 82 156 288 078) Australian Credit Licence Number 431627 (referred to as CashnGo Australia, 'we', 'our', 'us') is a short term and small amount loan credit provider.

In processing payments under credit contracts, we may use a combination of the following services:

a. Debit Card,
b. Zepto Payments Pty Ltd, and
c. Ezidebit Direct Debit services

You agree that we may in our absolute discretion select either of the above payment methods to process a payment from you and agree to be bound by the terms and conditions set out in the DDR Service Agreement below.

The terms of the Service Agreement may impose obligations on you in favour of third parties. You agree that we may enforce those obligations against you on behalf of the third parties who benefit from them.

Direct Debit Request Service Agreement
Zepto

This is your Direct Debit Service Agreement with Zepto Payments Pty Ltd (ACN 604 057 598) (User ID 667025) on behalf of the payment initiator, Venture 5 Group Pty Ltd, to arrange to debit to your nominated account to pay for the goods and/or services that you are acquiring from the payment initiator. Zepto has been contracted by the payment initiator to collect direct debit payments from you. Zepto does not provide any goods or services to you. Zepto does not accept any liability for the provision, merchantable quality or fitness for purpose of the underlying goods or services provided by the payment initiator. If you have a dispute about the goods or services, contact the payment initiator directly.

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 (DDR) and should be read in conjunction with your DDR authorisation.

Definitions

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 between you and us.

Banking day means a day other than a Saturday or a Sunday or a public holiday listed throughout Australia.

Debit day means the day that payment by you to us is due.

Debit payment means a particular transaction where a debit is made.

Direct Debit Request means the written, verbal or online request between us and you to debit funds from your account.

Payment Initiator means Venture 5 Group Pty Ltd., the merchant you are acquiring goods and/or services from.

Us or ***we*** or ***Zepto*** means Zepto Payments Pty Ltd (ACN 604 057 598) (the Debit User) you have authorised by requesting a Direct Debit Request.

You mean the customer who has authorised the Direct Debit Request.

Your financial institution means the financial institution at which you hold the account you have authorised us to debit.

1. **Debiting your account**
    1. By submitting a Direct Debit Request, you have authorised us to arrange for funds to be debited from your account. The Direct Debit Request and this agreement set out the terms of the arrangement between us and you.
    2. We will only arrange for funds to be debited from your account as authorised in the Direct Debit Request.
    3. If the debit day falls on a day that is not a banking day, we may direct your financial institution to debit your account on the following banking day. If you are unsure about which day your account has or will be debited you should ask your financial institution.
2. **Amendments by us**
    1. We may vary any details of this agreement or a Direct Debit Request at any time by giving you at least 30 days written notice sent to the preferred email or address you have given us in the Direct Debit Request.
    2. If the variation is unfavourable to you, we will give you at least 30 days written notice sent to the preferred email or address you have given us in the Direct Debit Request.
3. **How to cancel or change direct debits**

    You can:
    a. cancel or suspend the Direct Debit Request; or
    b. change, stop or defer an individual debit payment,
    at any time by contacting the payment initiator via customercare@cashngo.com.au and giving them at least 14 days notice. If you have been unable to contact the payment initiator, you can also contact us regarding these matters, by giving us at least 14 days notice. To do so, contact us at support@zepto.com.au.

    You can also contact your financial institution, which must act promptly on your instruction.

    Even if you change, stop, or defer an individual debit payment, or cancel or suspend the Direct Debit Request, this doesn't end your contract with the payment initiator, nor does it remove your responsibility to make the payments that you have agreed to with the payment initiator. To change or end your contract with the payment initiator, you must discuss this with them directly.
4. **Your obligations**
    1. It is your responsibility to ensure that there are sufficient clear funds available in your account to allow a debit payment to be made in accordance with the Direct Debit Request.
    2. If there are insufficient clear funds in your account to meet a debit payment:

   a. you may be charged a fee and/or interest by your financial institution;
   b. we may charge you reasonable costs incurred by us on account of there being insufficient funds; and
   c. you must arrange for the debit payment to be made by another method or arrange for sufficient clear funds to be in your account by an agreed time so that we can process the debit payment.
3. You should check your account statement to verify that the amounts debited from your account are correct.

5. **Dispute**

   1. If you believe that there has been an error in debiting your account, you should immediately notify the payment initiator Venture 5 Group Pty Ltd via customercare@cashngo.com.au If you are unable to resolve the dispute with the payment initiator, contact us directly on support@zepto.com.au. Alternatively, you can contact your financial institution for assistance.
   2. If the payment initiator or Zepto conclude as a result of our investigations that your account has been incorrectly debited the payment initiator or Zepto will respond to your query by arranging within a reasonable period for your financial institution to adjust your account (including interest and charges) accordingly. You will also be notified in writing of the amount by which your account has been adjusted.
   3. If the payment initiator or Zepto conclude as a result of our investigations that your account has not been incorrectly debited, the payment initiator or Zepto will respond to your query by providing you with reasons and any evidence for this finding in writing.

6. **Accounts**

   You should check:
   a. with your financial institution whether direct debiting is available from your account as direct debiting is not available on all accounts offered by financial institutions.
   b. your account details which you have provided to us are correct by checking them against a recent account statement; and
   c. with your financial institution before completing the Direct Debit Request if you have any queries about how to complete the Direct Debit Request.

7. **Confidentiality**

   1. We will keep any information (including your 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.
   2. We will only disclose information that we have about you:
      a. to the extent specifically required by law;
      b. for the purposes of this agreement (including disclosing information in connection with any query or claim); or
      c. in accordance with our privacy policy available at https://zepto.com.au/legal-and-privacy-policy.

8. **Contacting each other**

   1. If you wish to notify us in writing about anything relating to this agreement, you should write to us at support@zepto.com.au.
   2. We will notify you by sending a notice to the preferred address or email you have given us in the Direct Debit Request.
   3. Any notice will be deemed to have been received on the second banking day after sending if sent by email, or the fifth banking day if sent by post.

Direct Debit Request
Zepto

Request and Authority to debit

Surname: [redacted]
Given nam[redacted] "**you**"

request and authorise Zepto Payments Pty Ltd (ACN 604 057 598) (User ID 674522) ("Zepto") on behalf of the payment initiator, Venture 5 Group Pty Ltd, to arrange to debit to your nominated account to pay for the goods and/or services that you are acquiring from the payment initiator. Zepto has been contracted by the payment initiator to collect direct debit payments from you. Zepto does not provide any goods or services to you. Zepto does not accept any liability for the provision, merchantable quality or fitness for purpose of the underlying goods or services provided by the payment initiator. If you have a dispute about the goods or services, contact the payment initiator directly.

This debit or charge will be arranged by Zepto's financial institution and made through the Bulk Electronic Clearing System Framework (BECS) from your nominated account and will be subject to the terms and conditions of the Direct Debit Request Service Agreement.

Amount of debit

Any amount the payment initiator, has deemed payable by *you*.

Your account(s) to be debited

Name on the account[redacted]
Financial institution name: [redacted]

BSB Number	Account Number
[redacted]	[redacted]

Your contact details

[redacted]

The email above is the best way for us to write to you.

Confirmation

By signing and/or providing us with a valid instruction in respect to your Direct Debit Request you confirm that:

- you are authorised to operate the nominated account; and
- you have understood and agreed to the terms and conditions set out in this Request and in your Direct Debit Request Service Agreement.

Your Signature

Signed in accordance with the account authority on your account:

[redacted]

Ezidebit Pty Ltd - DDR Service Agreement (Ver 1.9)

I/We hereby authorise Ezidebit Pty Ltd ACN 096 902 813 (Direct Debit User ID number 165969, 303909, 301203, 234040, 234072, 428198) (herein referred to as "Ezidebit") to make periodic debits on behalf of the "Business" as indicated on the attached Direct Debit Request (herein referred to as "the Business").

I/We acknowledge that Ezidebit is acting as a Direct Debit Agent for the Business and that Ezidebit does not provide any goods or services (other than the direct debit collection services to me/us for the Business pursuant to the Direct Debit Request and this DDR Service Agreement) and has no express or implied liability in regards to the goods and services provided by the Business or the terms and conditions of any agreement that I/We have with the Business.

I/We acknowledge that the debit amount will be debited from my/our account according to the terms and conditions of my/our agreement with the Business and the terms and conditions of the Direct Debit Request (and specifically the Debit Arrangement and the Fee/Charges detailed in the Direct Debit Request) and this DDR Service Agreement.

I/We acknowledge that bank account and/or credit card details have been verified against a recent bank statement to ensure accuracy of the details provided and I/we will contact my/our financial institution if I/we are uncertain of the accuracy of these details.

I/We acknowledge that is my/our responsibility to ensure that there are sufficient cleared funds in the nominated account by the due date to enable the direct debit to be honoured on the debit date. Direct debits normally occur overnight, however transactions can take up to three (3) business days depending on the financial institution. Accordingly, I/we acknowledge and agree that sufficient funds will remain in the nominated account until the direct debit amount has been debited from the account and that if there are insufficient funds available, I/we agree that Ezidebit will not be held responsible for any fees and charges that may be charged by either my/our or its financial institution.

I/We acknowledge that there may be a delay in processing the debit if:

1. there is a public or bank holiday on the day of the debit, or any day after the debit date;
2. a payment request is received by Ezidebit on a day that is not a banking business day in Queensland;
3. A payment request is received after normal Ezidebit cut off times, being 3:00pm Queensland time, Monday to Friday.

Any payments that fall due on any of the above will be processed on the next business day.

I/We authorise Ezidebit to vary the amount of the payments from time to time as may be agreed by me/us and the Business as provided for within my/our agreement with the Business. I/We authorise Ezidebit to vary the amount of the payments upon receiving instructions from the Business of the agreed variations. I/We do not require Ezidebit to notify me/us of such variations to the debit amount.

I/We acknowledge that Ezidebit is to provide at least 14 days' notice if it proposes to vary any of the terms and conditions of the Direct Debit Request or this DDR Service Agreement including varying any of the terms of the Debit arrangements between us.

I/We acknowledge that I/we will contact the Business if I/we wish to alter or defer any of the debit arrangements.

I/We acknowledge that any request by me/us to stop or cancel the debit arrangements will be directed to the Business.

I/We acknowledge that any disputed debit payments will be directed to the Business and/or Ezidebit. If no resolution is forthcoming, I/we agree to contact my/our financial institution.

I/We acknowledge that is a debit is returned by my/our financial institution as unpaid, a failed payment fee may be payable by me/us to Ezidebit. Where a failed payment fee is applicable, the amount will be as detailed in the Debit Arrangement of the Direct Debit Request. I/We will also be responsible for any fees and charges applied by my/our financial institution for each unsuccessful debit attempt together with any collection fees, including but not limited to any solicitor fees and/or collection agent fee as may be incurred by Ezidebit.

I/We authorise Ezidebit to attempt to re-process any unsuccessful payments as advised by the Business.

I/We acknowledge that certain fees and charges (including setup, variation, SMS or processing fees) may apply to the Direct Debit Request and may be payable to Ezidebit and subject to my/our agreement with the Business agree to pay those fees and charges to Ezidebit.

Credit Card / Debit Payments

I/We acknowledge that "Ezidebit" will appear as the merchant for all payments from my/our credit/debit card. I/We acknowledge and agree that Ezidebit will not be held liable for any disputed transactions resulting in the non supply of goods and/or services and that all disputes will be directed to the Business as Ezidebit is acting only as a Direct Debit Agent for the Business.

I/We acknowledge that Credit Card Fees are a minimum of the Transaction Fee or the Credit Card Fee, whichever is greater as detailed on the Direct Debit Request.

I/We appoint Ezidebit as my/our exclusive agent with regard to the control, management and protection of my/our personal information (relating to the Business and contained in this DDR Service Agreement). I/We irrevocably authorise Ezidebit to take all necessary action (which Ezidebit deems necessary) to protect and/or correct, if required, my/our personal information, including (but not limited to) correcting account numbers and providing such information to relevant third parties and otherwise disclosing or allowing access to my/our personal information to third parties in accordance with the Ezidebit Privacy Policy.

Other than as provided in this agreement or the Ezidebit Privacy Policy, Ezidebit will keep your information about your nominated account at the financial institution private and confidential unless this information is required to investigate a claim made relating to an alleged incorrect or wrongful debit, to be referred to a debit collection agency for the purposes of debt collection or as otherwise required or permitted by law. Ezidebit's Privacy Policy can be found at http://www.ezidebit.com/au/privacy-policy/

I/We hereby irrevocably authorise direct and instruct any third party who holds/stores my/our personal information (relating to the Business and contained in this DDR Service Agreement) to release and provide such information to Ezidebit on my/our written request.

I/We authorise:

a. Ezidebit to verify and/or correct, if necessary, details of my/our account with my/our financial institution; and
b. my/our financial institution to release information allowing Ezidebit to verify my/our account details.

OFFER TO PROVIDE CREDIT

VENTURE 5 GROUP PTY LTD
Trading as **CashnGo Australia**
ABN 82 156 288 178
Australian Credit Licence Number 431627

Borrower:
{{Info.FullName}}
{{Info.Address}}
{{Info.Mobile}}
{{Info.Email}}
(called in this document “you”, “borrower” or “debtor”)

offers to

VENTURE 5 GROUP PTY LTD ACN 156 288 078 of Level 1, Suite 3, 460 Church Street, Parramatta, NSW, 2150), trading as "**CASHNGO AUSTRALIA**" ABN 82 156 288 078, Australian Credit Licence Number 431627 (called in this document “we”, “us” or “credit provider”) to enter into a credit contract on the following terms and conditions. By us accepting this offer, a contract will be formed containing the terms and conditions set out in this document.

<u>Financial Information:</u>

1. Amount of Credit

Payable to you	${{Repay.CreditAmount}}
Payable to us (as set out in item 3)	${{Repay.TotalFee}}
Total amount of credit	${{Repay.TotalRepayAmount}}

2. Repayments

Amount of each repayment	${{Repay.PerRepayAmount}}
Number of repayments	{{Repay.RepayCount}}
Total amount of repayments	${{Repay.TotalRepayAmount}}
Date of first repayment	{{Repay.FirstRepayDate}}
Frequency of repayments	Every {{Repay.RepayFrequency}} {{Repay.FrequencyType}}
Period over which repayments are to be made	{{Repay.TotalRepayPeriod}} {{Repay.FrequencyType}}

3. Credit fees and charges retained by us

Establishment fee	${{Repay.EstablishmentFee}}
Monthly fee	${{Repay.MonthlyFee}}
Total amount of fees	${{Repay.TotalFee}}

4. Unascertainable fees and charges which might become payable to the credit provider

Dishonoured payment fee

When payable	On the dishonouring or failure to make payment in accordance with the terms of this agreement
Amount or method of calculation	$30.00 per event

Debt Recovery Field Call

When payable	On any necessary field call when account is in arrears
Amount or method of calculation	The costs incurred by us.

Enforcement expenses

When payable	On you becoming in default under the agreement
Amount or method of calculation	The costs incurred by us in recovering the amount outstanding

5. Disclosure Date: {{Repay.DisclosureDate}}

Further details of the loan offer

1. Date of offer: {{Repay.OfferDate}}
2. Ascertainable fees and charges

Establishment fee	${{Repay.EstablishmentFee}}
Monthly fee	${{Repay.MonthlyFee}}
Total amount of fees	${{Repay.TotalFee}}

Statements of account:

The credit provider will provide statements of account to the debtor when requested by you and in accordance with the National Credit Code.

Enforcement expenses:
Enforcement expenses may become payable under the credit contract in the event of a breach by you.

Mortgage or Guarantee:
No mortgage or guarantee of your obligations under this agreement is required.

Commissions:
No commissions are payable by or to the credit provider for the introduction of credit business or business financed by this loan contract.

Insurances as part of the amount of credit:
No insurances are provided as part of the amount of credit.

EXECUTION
By making the offer as set out above, you acknowledge that:

1. You have received from us physically or electronically, and that you have read and retained (and where appropriate, executed) a copy of:
    1. Our Credit Guide;
    2. Our Privacy Act authority which includes consent under the Electronic Transactions Act;
    3. A copy of this offer by way of pre-contractual disclosure, and
    4. The document headed "Form 5 Things you should know about your proposed credit contract",
2. All the information you have provided us is complete and accurate;
3. None of the amount of credit is to refinance any amount owing under another Small Amount Credit Contract whether with us or any other credit provider;
4. We have, by this document, strongly recommend that you seek advice from an independent legal and/or financial adviser;
5. You have had an opportunity to discuss this loan with an independent legal and/or financial adviser;
6. We have relied on the information provided by you to us (together with other information we obtained) in determining whether or not to accept your offer and grant you the loan;
7. You certify that, in order for us to make our assessment in accordance with section 129 of the National Consumer Credit Protection Act 2009, there have been no changes in your financial circumstances since the time the application was made and you do not foresee any changes;
8. We have advised you that failing to make or dishonouring any payment may have an adverse effect on your credit history, making the chances of a successful application for credit in the future less likely, and

9. We have advised you that should you have any difficulty meeting your obligations, you should contact us at first instance.

IMPORTANT

BEFORE YOU SIGN	THINGS YOU MUST KNOW
READ THIS CONTRACT DOCUMENT so that you know exactly what contract you are entering into and what you will have to do under the contract.	You can withdraw this offer at any time before the credit provider accepts it. When the credit provider does accept it, you are bound by it. However, you may end the contract before you obtain credit, or a card or other means is used to obtain goods or services for which credit is to be provided under the contract, by telling the credit provider in writing, but you will still be liable for any fees or charges already incurred.
You should also read the information statement: "THINGS YOU SHOULD KNOW ABOUT YOUR PROPOSED CREDIT CONTRACT".	You **do not** have to take out consumer credit insurance unless you want to. However, if this contract document says so, you must take out insurance over any mortgaged property that is used as security, such as a house or car.
Fill-in or cross out any blank spaces.	If you take out insurance, the credit provider cannot insist on any particular insurance company.
Get a copy of this contract document.	If this contract document says so, the credit provider can vary the annual percentage rate (the interest rate), the repayments and the fees and charges and can add new fees and charges without your consent.
Do not sign this contract if there is anything you do not understand	If this contract document says so, the credit provider can charge a fee if you pay out your contract early.

{{Info.FullName}}	{{Repay.ContractSignIP}}	{{Repay.OfferDate}}
Digitally Signed by	**IP Address**	**Date**

TERMS AND CONDITIONS OF THE AGREEMENT

1. **DEFINITIONS AND INTERPRETATION**
   In this loan agreement, unless otherwise indicated:
   1. a reference to 'we', 'us' or 'our' means Venture 5 Group Pty Ltd ACN 156 288 078 of Level 1, Suite 3, 460 Church Street, Parramatta, NSW, 2150), trading as "CASHNGO AUSTRALIA" ABN 82 156 288 078, Australian Credit Licence Number 431627;
   2. a reference to 'you' means each borrower, if more than one;

3. "Business day" means a day, other than a Saturday or Sunday, in which banks are open for retail business in the capital city of the state in which you reside.
4. "Default" means any of the events listed in clause 8 hereof or any other action by you which is not in accordance with this agreement.
5. "Establishment fee" means the amount set out in the Financial Table and payable as set out in clause 5.
6. "Monthly fee" means the amount set out in the Financial Table and payable monthly as set out in clause 5.
7. If a payment or other activity is required to be made or done on a day which is not a business day, unless otherwise agreed, the payment or other activity must be made or undertaken before the close of business on the next business day.

2. **FORMATION OF CONTRACT**
    1. The contract will be formed when we notify you of our acceptance of the offer made by you. Our acceptance of your offer is based upon the information you have provided to us or that we have collected about you.
    2. We will notify you of our acceptance of your offer by:
        1. Advising you by telephone, email, SMS or letter, or
        2. By crediting you the loan amount either into your account or to the card provided to you.
    3. At the time of acceptance, we will have, based upon the information you have provided to us or that we have collected about you, completed our enquiries and made the appropriate assessment.

3. **INDEPENDENT ADVICE AND CREDIT REPORT**
    You acknowledge that we have advised you (if not elsewhere, then by this document) that:
    1. You should, before accepting this offer, obtain independent legal and financial advice in relation to this agreement and you have had an opportunity to do so, and
    2. Should you default in any payment, and if permitted by law or any code (including the Privacy (Credit Reporting) Code), we will report the matter to a credit reporting body. This report may have an adverse effect on your chances of a successful finance application in the future.

4. **PAYMENT TO YOU**
    1. The whole of the amount of credit will be paid to you or as is set out in the Financial Table on the day the loan is settled.
    2. The amount paid to you or as set out in the Financial Table will be debited to your account held by us upon which charges (if any) shall

accrue from time to time.

3. Any fee or charge able to be collected from you in accordance with this agreement shall, at our option
    1. be debited to your account held by us immediately it becomes due (in which case it will be added to the amount owing), or
    2. will be paid by you to us on demand being made by us to you.

5. **ESTABLISHMENT AND MONTHLY FEES**
    1. You agree to pay the establishment fee in the amount set out at item 3a in the Financial Table at the time the amount of credit is made available to you. Unless you request otherwise and pay the fee to us at or before the time the loan is advanced to you, the establishment fee will be added to the amount you owe to us.
    2. You agree to pay the monthly fee in the amount set out at item 3b in the Financial Table. We will debit the total of the monthly fees on the day the credit is advanced to you.
    3. You acknowledge that as long as there is any amount owing by you to us pursuant to this agreement, then the monthly fee continues to accrue and is payable in the amount set out at item 3b in the Financial Table.

6. **PAYMENTS**
    1. You agree to make the payments set out in the Financial Table.
    2. Unless otherwise agreed by us, payments by you will be made by the use of
        a. Direct Debit
        b. Debit Card

       in accordance with the system outlined in the Request and Authority to Debit document. At our option, we may use the services of a third party service providers to collect payments on our behalf.
    3. You will be credited with the payment made by you on the day the cleared payment is received by us.
    4. Subject to any contrary mandatory requirements of the law, we may determine from time to time the manner in which monies received from you will be taken and applied under this agreement. Unless otherwise notified or required by the law, the order in which monies will be applied will be:
        a. in payment of any costs and expenses incurred by us in exercising any right or obligation we have under this agreement;
        b. in payment of any prior unpaid loans you have with us;
        c. in payment of your obligation under this agreement:
            i. firstly in respect of fees and charges, then
            ii. in reduction of the principal.

7. **YOUR OBLIGATIONS**

You agree that you will:

1. Pay to us the repayments together with any fees and charges specified in this agreement in the method and on the days specified in this agreement;
2. If we incur any enforcement expenses as a result of us enforcing our rights under this agreement on any breach of the agreement by you, at our election, pay to us on demand those expenses or those expenses will be added to the amount you owe us, and
3. Ensure that we are always aware of your current address, e-mail address and telephone numbers and that if any of these change, you will notify us within 7 days of such change.

8. **DEFAULT**

1. You will become in default of this agreement if you do not comply with each and every term of this agreement.
2. If you are in default of your obligations under this agreement, we will send to you a default notice which will tell you what the default is and how and by when you must remedy it.
3. If you do not remedy the default in accordance with the notice, subject to any other requirement of the law, the total amount remaining outstanding, together with all fees and charges, will become immediately due and payable to us.
4. You acknowledge that if you are in default, subject to the requirements of the law, which includes any regulation or code applying, we may report the fact of your default to a credit reporting body.
5. You will be in default of your obligations under this agreement if:
    a. You do not pay any amount due under this agreement in full on or before the date it is due to be paid;
    b. You fail to comply with any other condition of this agreement;
    c. You commit an act of bankruptcy which includes entering into a Part IX or X agreement pursuant to the provisions of the *Bankruptcy Act 1966*;
    d. You fail to advise us within 7 days of any change in your address, e-mail address and telephone number;
    e. We determine, based on reasonable grounds, that you have provided us information in support of your application for the loan, which is not complete, true and correct in every respect, or
    f. We believe on reasonable grounds that we were induced by fraud to enter into this agreement.
6. You acknowledge that on becoming in default, enforcement expenses may become payable by you.

7. You acknowledge and agree that on a default occurring, we may choose to do one or more of the following after complying with any notice or other requirements of the law:
    1. require you to immediately pay any amount outstanding, and
    2. collect by any of the methods referred to in the Request and Authority to Debit any outstanding amount from your bank account (including any days which are not scheduled for payments to be made).

9. **STATEMENTS**
    1. We will provide you with statements of account when we are required to do so under the law.
    2. In addition, you may ask for a statement at any other time, but we may charge you a fee for the provision of that statement.

10. **EARLY REPAYMENT**
    1. You are entitled to repay the loan amount or any payment due under this agreement at any time before the due date.
    2. Any payment made before the due date may be made without penalty to you.
    3. Unless otherwise specifically agreed or required by law, no deduction in any fees or charges due under this contract shall be made as a result of the early payment made by you.

11. **NOTICES**
    Subject to any contrary requirements of the law:
    1. You agree that any notice, demand or other communication required or permitted to be given by or under this agreement or any relevant statutory provision:
        1. shall be sufficiently given if it is in writing from us or our solicitors and delivered to you by prepaid mail, facsimile, (or in the case where you have consented to receive communications electronically and it is not prohibited by law) e-mail, SMS or other electronic means;
        2. if delivered personally, shall be deemed to have been received by you on the date it bears or the date it is received, whichever is the later;
        3. if delivered by mail shall be deemed to have been received on the second business day after the date of posting (unless the contrary is shown by you);
        4. if delivered electronically, shall be deemed to have been received on the day it was sent.

2. If there is more than one borrower, you may nominate one of them to receive notices, demand or other communication on behalf of both and whilst the nomination is in force, where permitted by law, such service shall be deemed to be sufficient service on all borrowers.

12. **ASSIGNMENT**
    1. We may assign, sell, transfer or otherwise deal with our interest in this agreement in any way provided that in our absolute opinion you will not be disadvantaged by such dealing. You agree that you will sign any document or do anything we reasonably request to enable us to assign, sell, transfer or otherwise deal with our interest in this agreement.
    2. You acknowledge and agree that in the process of our dealing with our interest it may be necessary for us to disclose information we hold about you in relation to this agreement to the party with which we are dealing. You consent to that occurring.

13. **MISCELLANEOUS**
    1. You acknowledge that:
        1. The primary method of communication between us will be email using the email address you have provided to us and that you are prepared to accept from us by that method any notice permitted by law to be delivered electronically and that we will not, except as provided by law, provide you with a hard copy of any such communication or notice;
        2. If you cannot make any repayment, you will contact us immediately whereupon we will discuss an alternative payment arrangement with you but that we do not have to agree to any alternative.
    2. This contract is governed by the laws in force in New South Wales. You irrevocably and unconditionally submit to the exclusive jurisdiction of the courts of that State and the Courts of Appeal from them, except where the law requires otherwise.
    3. We do not waive any of our rights under this contract, unless we do so in writing.

FORM 5
INFORMATION STATEMENT

paragraph 16 (1) (b) of the Code
regulation 70 of the Regulations

THINGS YOU SHOULD KNOW ABOUT YOUR PROPOSED CREDIT CONTRACT

This statement tells you about some of the rights and obligations of yourself and your credit provider. It does not state the terms and conditions of your contract.
If you have any concerns about your contract, contact the credit provider and, if you still have concerns, your credit provider's external dispute resolution scheme, or get legal advice.

The Contract

1. **How can I get details of my proposed credit contract?**
   Your credit provider must give you a precontractual statement containing certain information about your contract. The precontractual statement, and this document, must be given to you before:
   - your contract is entered into; or
   - you make an offer to enter into the contract;

   whichever happens first.

2. **How can I get a copy of the final contract?**
   If the contract document is to be signed by you and returned to your credit provider, you must be given a copy to keep. Also, the credit provider must give you a copy of the final contract within 14 days after it is made. This rule does not, however, apply if the credit provider has previously given you a copy of the contract document to keep.
   If you want another copy of your contract, write to your credit provider and ask for one. Your credit provider may charge you a fee. Your credit provider has to give you a copy:
   - within 14 days of your written request if the original contract came into existence 1 year or less before your request; or
   - otherwise within 30 days of your written request.

3. **Can I terminate the contract?**
   Yes. You can terminate the contract by writing to the credit provider so long as:
   - you have not obtained any credit under the contract; or
   - a card or other means of obtaining credit given to you by your credit provider has not been used to acquire goods or services for which credit is to be provided under the contract.

   However, you will still have to pay any fees or charges incurred before you terminated the contract.

4. **Can I pay my credit contract out early?**
   Yes. Pay your credit provider the amount required to pay out your credit

contract on the day you wish to end your contract.

5. **How can I find out the pay out figure?**
   You can write to your credit provider at any time and ask for a statement of the pay out figure as at any date you specify. You can also ask for details of how the amount is made up.
   Your credit provider must give you the statement within 7 days after you give your request to the credit provider. You may be charged a fee for the statement.

6. **Will I pay less interest if I pay out my contract early?**
   Yes. The interest you can be charged depends on the actual time money is owing. However, you may have to pay an early termination charge (if your contract permits your credit provider to charge one) and other fees.

7. **Can my contract be changed by my credit provider?**
   Yes, but only if your contract says so.

8. **Will I be told in advance if my credit provider is going to make a change in the contract?**
   That depends on the type of change. For example:
   - you get at least same day notice for a change to an annual percentage rate. That notice may be a written notice to you or a notice published in a newspaper.
   - you get 20 days advance written notice for:
     - a change in the way in which interest is calculated; or
     - a change in credit fees and charges; or
     - any other changes by your credit provider;

     except where the change reduces what you have to pay or the change happens automatically under the contract.

9. **Is there anything I can do if I think that my contract is unjust?**
   Yes. You should first talk to your credit provider. Discuss the matter and see if you can come to some arrangement.

   If that is not successful, you may contact your credit provider's external dispute resolution scheme. External dispute resolution is a free service established to provide you with an independent mechanism to resolve specific complaints. Your credit provider's external dispute resolution provider is Australian Financial Complaints Authority and can be contacted at GPO Box 3 Melbourne VIC 3001, Email: info@afca.org.au, Phone 1800 931 678 (9:00am to 5:00pm AEST Monday to Friday), https://www.afca.org.au.

Alternatively, you can go to court. You may wish to get legal advice, for example from your community legal centre or Legal Aid.

You can also contact ASIC, the regulator, for information on 1300 300 630 or through ASIC's website at https://www.asic.gov.au.

Insurance

10. **Do I have to take out insurance?**
Your credit provider can insist you take out or pay the cost of types of insurance specifically allowed by law. These are compulsory third party personal injury insurance, mortgage indemnity insurance or insurance over property covered by any mortgage. Otherwise, you can decide if you want to take out insurance or not. If you take out insurance, the credit provider can not insist that you use any particular insurance company.

11. **Will I get details of my insurance cover?**
Yes, if you have taken out insurance over mortgaged property or consumer credit insurance and the premium is financed by your credit provider. In that case the insurer must give you a copy of the policy within 14 days after the insurer has accepted the insurance proposal.
Also, if you acquire an interest in any such insurance policy which is taken out by your credit provider then, within 14 days of that happening, your credit provider must ensure you have a written notice of the particulars of that insurance.
You can always ask the insurer for details of your insurance contract. If you ask in writing, your insurer must give you a statement containing all the provisions of the contract.

12. **If the insurer does not accept my proposal, will I be told?**
Yes, if the insurance was to be financed by the credit contract. The insurer will inform you if the proposal is rejected.

13. **In that case, what happens to the premiums?**
Your credit provider must give you a refund or credit unless the insurance is to be arranged with another insurer.

14. **What happens if my credit contract ends before any insurance contract over mortgaged property?**
You can end the insurance contract and get a proportionate rebate of any premium from the insurer.

Mortgages

15. **If my contract says I have to give a mortgage, what does this mean?**
A mortgage means that you give your credit provider certain rights over any property you mortgage. If you default under your contract, you can lose that property and you might still owe money to the credit provider.

16. **Should I get a copy of my mortgage?**
Yes. It can be part of your credit contract or, if it is a separate document, you will be given a copy of the mortgage within 14 days after your mortgage is entered into.
However, you need not be given a copy if the credit provider has previously given you a copy of the mortgage document to keep.

17. **Is there anything that I am not allowed to do with the property I have mortgaged?**
The law says you can not assign or dispose of the property unless you have your credit provider's, or the court's, permission. You must also look after the property. Read the mortgage document as well. It will usually have other terms and conditions about what you can or can not do with the property.

18. **What can I do if I find that I can not afford my repayments and there is a mortgage over property?**
See the answers to questions 22 and 23.
Otherwise you may:
    - if the mortgaged property is goods - give the property back to your credit provider, together with a letter saying you want the credit provider to sell the property for you;
    - sell the property, but only if your credit provider gives permission first;

    OR
    - give the property to someone who may then take over the repayments, but only if your credit provider gives permission first.

    If your credit provider won't give permission, you can contact their external dispute resolution scheme for help.
    If you have a guarantor, talk to the guarantor who may be able to help you.
    You should understand that you may owe money to your credit provider even after the mortgaged property is sold.

19. **Can my credit provider take or sell the mortgaged property?**
Yes, if you have not carried out all of your obligations under your contract.

20. **If my credit provider writes asking me where the mortgaged goods are, do I have to say where they are?**
    Yes. You have 7 days after receiving your credit provider's request to tell your credit provider. If you do not have the goods you must give your credit provider all the information you have so they can be traced.

21. **When can my credit provider or its agent come into a residence to take possession of mortgaged goods?**
    Your credit provider can only do so if it has the court's approval or the written consent of the occupier which is given after the occupier is informed in writing of the relevant section in the National Credit Code.

<u>General</u>

22. **What do I do if I can not make a repayment?**
    Get in touch with your credit provider immediately. Discuss the matter and see if you can come to some arrangement. You can ask your credit provider to change your contract in a number of ways:
    - to extend the term of your contract and reduce payments; or
    - to extend the term of your contract and delay payments for a set time; or
    - to delay payments for a set time.

23. **What if my credit provider and I can not agree on a suitable arrangement?**
    If the credit provider refuses your request to change the repayments, you can ask the credit provider to review this decision if you think it is wrong.
    If the credit provider still refuses your request you can complain to the external dispute resolution scheme that your credit provider belongs to. Further details about this scheme are set out below in question 25.

24. **Can my credit provider take action against me?**
    Yes, if you are in default under your contract. But the law says that you can not be unduly harassed or threatened for repayments. If you think you are being unduly harassed or threatened, contact the credit provider's external dispute resolution scheme or ASIC, or get legal advice.

25. **Do I have any other rights and obligations?**
    Yes. The law will give you other rights and obligations. You should also READ YOUR CONTRACT carefully.

IF YOU HAVE ANY COMPLAINTS ABOUT YOUR CREDIT CONTRACT, OR WANT MORE INFORMATION, CONTACT YOUR CREDIT PROVIDER. YOU MUST

ATTEMPT TO RESOLVE YOUR COMPLAINT WITH YOUR CREDIT PROVIDER BEFORE CONTACTING YOUR CREDIT PROVIDER'S EXTERNAL DISPUTE RESOLUTION SCHEME. IF YOU HAVE A COMPLAINT WHICH REMAINS UNRESOLVED AFTER SPEAKING TO YOUR CREDIT PROVIDER YOU CAN CONTACT YOUR CREDIT PROVIDER'S EXTERNAL DISPUTE RESOLUTION SCHEME OR GET LEGAL ADVICE.

EXTERNAL DISPUTE RESOLUTION IS A FREE SERVICE ESTABLISHED TO PROVIDE YOU WITH AN INDEPENDENT MECHANISM TO RESOLVE

SPECIFIC COMPLAINTS. YOUR CREDIT PROVIDER'S EXTERNAL DISPUTE RESOLUTION PROVIDER IS:
AUSTRALIAN FINANCIAL COMPLAINTS AUTHORITY
GPO BOX 3 MELBOURNE VIC 3001
EMAIL: info@afca.org.au
PHONE 1800 931 678
(9:00AM TO 5:00PM AEST MONDAY TO FRIDAY)
WWW.AFCA.ORG.AU

PLEASE KEEP THIS INFORMATION STATEMENT. YOU MAY WANT SOME INFORMATION FROM IT AT A LATER DATE.

OFFER TO PROVIDE CREDIT

VENTURE 5 GROUP PTY LTD
Trading as **CashnGo Australia**
ABN 82 156 288 178
Australian Credit Licence Number 431627

Borrower:
[redacted]
(called in this document "you", "borrower" or "debtor")

offers to

VENTURE 5 GROUP PTY LTD ACN 156 288 078 of Level 1, Suite 3, 460 Church Street, Parramatta, NSW, 2150), trading as "**CASHNGO AUSTRALIA**" ABN 82 156 288 078, Australian Credit Licence Number 431627 (called in this document "we", "us" or "credit provider") to enter into a credit contract on the following terms and conditions. By us accepting this offer, a contract will be formed containing the terms and conditions set out in this document.

Financial Information:

1. Amount of Credit

Payable to you	$2000
Payable to us (as set out in item 3)	$960
Total amount of credit	$2960

2. Repayments

Amount of each repayment	$113.84
Number of repayments	26
Total amount of repayments	$2960
Date of first repayment	January 23, 2024
Frequency of repayments	Every 1 Weeks
Period over which repayments are to be made	26 Weeks

3. Credit fees and charges retained by us

Establishment fee	$400
Monthly fee	$560
Total amount of fees	$960

4. Unascertainable fees and charges which might become payable to the credit provider

Dishonoured payment fee

When payable	On the dishonouring or failure to make payment in accordance with the terms of this agreement
Amount or method of calculation	$30.00 per event

Debt Recovery Field Call

When payable	On any necessary field call when account is in arrears
Amount or method of calculation	The costs incurred by us.

Enforcement expenses

When payable	On you becoming in default under the agreement
Amount or method of calculation	The costs incurred by us in recovering the amount outstanding

5. Disclosure Date: January 15, 2024

Further details of the loan offer

1. Date of offer: January 15, 2024
2. Ascertainable fees and charges

Establishment fee	$400
Monthly fee	$560
Total amount of fees	$960

Statements of account:
The credit provider will provide statements of account to the debtor when requested by you and in accordance with the National Credit Code.

Enforcement expenses:
Enforcement expenses may become payable under the credit contract in the event of a breach by you.

Mortgage or Guarantee:
No mortgage or guarantee of your obligations under this agreement is required.

Commissions:
No commissions are payable by or to the credit provider for the introduction of credit business or business financed by this loan contract.

Insurances as part of the amount of credit:
No insurances are provided as part of the amount of credit.

EXECUTION
By making the offer as set out above, you acknowledge that:

1. You have received from us physically or electronically, and that you have read and retained (and where appropriate, executed) a copy of:
    1. Our Credit Guide;
    2. Our Privacy Act authority which includes consent under the Electronic Transactions Act;
    3. A copy of this offer by way of pre-contractual disclosure, and
    4. The document headed "Form 5 Things you should know about your proposed credit contract",
2. All the information you have provided us is complete and accurate;
3. None of the amount of credit is to refinance any amount owing under another Small Amount Credit Contract whether with us or any other credit provider;
4. We have, by this document, strongly recommend that you seek advice from an independent legal and/or financial adviser;
5. You have had an opportunity to discuss this loan with an independent legal and/or financial adviser;
6. We have relied on the information provided by you to us (together with other information we obtained) in determining whether or not to accept your offer and grant you the loan;
7. You certify that, in order for us to make our assessment in accordance with section 129 of the National Consumer Credit Protection Act 2009, there have been no changes in your financial circumstances since the time the application was made and you do not foresee any changes;
8. We have advised you that failing to make or dishonouring any payment may have an adverse effect on your credit history, making the chances of a successful application for credit in the future less likely, and
9. We have advised you that should you have any difficulty meeting your obligations, you should contact us at first instance.

IMPORTANT

BEFORE YOU SIGN	THINGS YOU MUST KNOW
READ THIS CONTRACT DOCUMENT so that you know exactly what contract you are entering into and what you will have to do under the contract.	You can withdraw this offer at any time before the credit provider accepts it. When the credit provider does accept it, you are bound by it. However, you may end the contract before you obtain credit, or a card or other means is used to obtain goods or services for which credit is to be provided under the contract, by telling the credit provider in writing, but you will still be liable for any fees or charges already incurred.
You should also read the information statement: "THINGS YOU SHOULD KNOW ABOUT YOUR PROPOSED CREDIT CONTRACT".	You **do not** have to take out consumer credit insurance unless you want to. However, if this contract document says so, you must take out insurance over any mortgaged property that is used as security, such as a house or car.
Fill-in or cross out any blank spaces.	If you take out insurance, the credit provider cannot insist on any particular insurance company.
Get a copy of this contract document.	If this contract document says so, the credit provider can vary the annual percentage rate (the interest rate), the repayments and the fees and charges and can add new fees and charges without your consent.
Do not sign this contract if there is anything you do not understand	If this contract document says so, the credit provider can charge a fee if you pay out your contract early.

[redacted]	[redacted]	[redacted]
Digitally Signed by	**IP Address**	**Date**

TERMS AND CONDITIONS OF THE AGREEMENT

1. **DEFINITIONS AND INTERPRETATION**
   In this loan agreement, unless otherwise indicated:
    1. a reference to 'we', 'us' or 'our' means Venture 5 Group Pty Ltd ACN 156 288 078 of Level 1, Suite 3, 460 Church Street, Parramatta, NSW, 2150), trading as "CASHNGO AUSTRALIA" ABN 82 156 288 078, Australian Credit Licence Number 431627;
    2. a reference to 'you' means each borrower, if more than one;
    3. "Business day" means a day, other than a Saturday or Sunday, in which banks are open for retail business in the capital city of the state in which you reside.
    4. "Default" means any of the events listed in clause 8 hereof or any other action by you which is not in accordance with this agreement.
    5. "Establishment fee" means the amount set out in the Financial Table and payable as set out in clause 5.
    6. "Monthly fee" means the amount set out in the Financial Table and payable monthly as set out in clause 5.
    7. If a payment or other activity is required to be made or done on a day which is not a business day, unless otherwise agreed, the payment or other activity must be made or undertaken before the close of business on the next business day.

2. **FORMATION OF CONTRACT**
   1. The contract will be formed when we notify you of our acceptance of the offer made by you. Our acceptance of your offer is based upon the information you have provided to us or that we have collected about you.
   2. We will notify you of our acceptance of your offer by:
      1. Advising you by telephone, email, SMS or letter, or
      2. By crediting you the loan amount either into your account or to the card provided to you.
   3. At the time of acceptance, we will have, based upon the information you have provided to us or that we have collected about you, completed our enquiries and made the appropriate assessment.

3. **INDEPENDENT ADVICE AND CREDIT REPORT**
   You acknowledge that we have advised you (if not elsewhere, then by this document) that:
   1. You should, before accepting this offer, obtain independent legal and financial advice in relation to this agreement and you have had an opportunity to do so, and
   2. Should you default in any payment, and if permitted by law or any code (including the Privacy (Credit Reporting) Code), we will report the matter to a credit reporting body. This report may have an adverse effect on your chances of a successful finance application in the future.

4. **PAYMENT TO YOU**
   1. The whole of the amount of credit will be paid to you or as is set out in the Financial Table on the day the loan is settled.
   2. The amount paid to you or as set out in the Financial Table will be debited to your account held by us upon which charges (if any) shall accrue from time to time.
   3. Any fee or charge able to be collected from you in accordance with this agreement shall, at our option
      1. be debited to your account held by us immediately it becomes due (in which case it will be added to the amount owing), or
      2. will be paid by you to us on demand being made by us to you.

5. **ESTABLISHMENT AND MONTHLY FEES**
   1. You agree to pay the establishment fee in the amount set out at item 3a in the Financial Table at the time the amount of credit is made available to you. Unless you request otherwise and pay the fee to us at or before the time the loan is advanced to you, the establishment fee will be added to the amount you owe to us.
   2. You agree to pay the monthly fee in the amount set out at item 3b in the Financial Table. We will debit the total of the monthly fees on the day the credit is advanced to you.
   3. You acknowledge that as long as there is any amount owing by you to us pursuant to this agreement, then the monthly fee continues to accrue and is payable in the amount set out at item 3b in the Financial Table.

6. **PAYMENTS**
   1. You agree to make the payments set out in the Financial Table.
   2. Unless otherwise agreed by us, payments by you will be made by the use of
      a. Direct Debit
      b. Debit Card

      in accordance with the system outlined in the Request and Authority to Debit document. At our option, we may use the services of a third party service providers to collect payments on our behalf.
   3. You will be credited with the payment made by you on the day the cleared payment is received by us.
   4. Subject to any contrary mandatory requirements of the law, we may determine from time to time the manner in which monies received from you will be taken and applied under this agreement. Unless otherwise notified or required by the law, the order in which monies will be applied will be:
      a. in payment of any costs and expenses incurred by us in exercising any right or obligation we have under this agreement;
      b. in payment of any prior unpaid loans you have with us;
      c. in payment of your obligation under this agreement:
         i. firstly in respect of fees and charges, then
         ii. in reduction of the principal.

7. **YOUR OBLIGATIONS**
   You agree that you will:
   1. Pay to us the repayments together with any fees and charges specified in this agreement in the method and on the days specified in this agreement;
   2. If we incur any enforcement expenses as a result of us enforcing our rights under this agreement on any breach of the agreement by you, at our election, pay to us on demand those expenses or those expenses will be added to the amount you owe us, and
   3. Ensure that we are always aware of your current address, e-mail address and telephone numbers and that if any of these change, you will notify us within 7 days of such change.

8. **DEFAULT**
   1. You will become in default of this agreement if you do not comply with each and every term of this agreement.
   2. If you are in default of your obligations under this agreement, we will send to you a default notice which will tell you what the default is and how and by when you must remedy it.
   3. If you do not remedy the default in accordance with the notice, subject to any other requirement of the law, the total amount remaining outstanding, together with all fees and charges, will become immediately due and payable to us.
   4. You acknowledge that if you are in default, subject to the requirements of the law, which includes any regulation or code applying, we may report the fact of your default to a credit reporting body.
   5. You will be in default of your obligations under this agreement if:
      a. You do not pay any amount due under this agreement in full on or before the date it is due to be paid;
      b. You fail to comply with any other condition of this agreement;
      c. You commit an act of bankruptcy which includes entering into a Part IX or X agreement pursuant to the provisions of

the *Bankruptcy Act 1966*;
   d. You fail to advise us within 7 days of any change in your address, e-mail address and telephone number;
   e. We determine, based on reasonable grounds, that you have provided us information in support of your application for the loan, which is not complete, true and correct in every respect, or
   f. We believe on reasonable grounds that we were induced by fraud to enter into this agreement.
6. You acknowledge that on becoming in default, enforcement expenses may become payable by you.
7. You acknowledge and agree that on a default occurring, we may choose to do one or more of the following after complying with any notice or other requirements of the law:
   1. require you to immediately pay any amount outstanding, and
   2. collect by any of the methods referred to in the Request and Authority to Debit any outstanding amount from your bank account (including any days which are not scheduled for payments to be made).

9. **STATEMENTS**
   1. We will provide you with statements of account when we are required to do so under the law.
   2. In addition, you may ask for a statement at any other time, but we may charge you a fee for the provision of that statement.

10. **EARLY REPAYMENT**
   1. You are entitled to repay the loan amount or any payment due under this agreement at any time before the due date.
   2. Any payment made before the due date may be made without penalty to you.
   3. Unless otherwise specifically agreed or required by law, no deduction in any fees or charges due under this contract shall be made as a result of the early payment made by you.

11. **NOTICES**
   Subject to any contrary requirements of the law:
   1. You agree that any notice, demand or other communication required or permitted to be given by or under this agreement or any relevant statutory provision:
      1. shall be sufficiently given if it is in writing from us or our solicitors and delivered to you by prepaid mail, facsimile, (or in the case where you have consented to receive communications electronically and it is not prohibited by law) e-mail, SMS or other electronic means;
      2. if delivered personally, shall be deemed to have been received by you on the date it bears or the date it is received, whichever is the later;
      3. if delivered by mail shall be deemed to have been received on the second business day after the date of posting (unless the contrary is shown by you);
      4. if delivered electronically, shall be deemed to have been received on the day it was sent.
   2. If there is more than one borrower, you may nominate one of them to receive notices, demand or other communication on behalf of both and whilst the nomination is in force, where permitted by law, such service shall be deemed to be sufficient service on all borrowers.

12. **ASSIGNMENT**
   1. We may assign, sell, transfer or otherwise deal with our interest in this agreement in any way provided that in our absolute opinion you will not be disadvantaged by such dealing. You agree that you will sign any document or do anything we reasonably request to enable us to assign, sell, transfer or otherwise deal with our interest in this agreement.
   2. You acknowledge and agree that in the process of our dealing with our interest it may be necessary for us to disclose information we hold about you in relation to this agreement to the party with which we are dealing. You consent to that occurring.

13. **MISCELLANEOUS**
   1. You acknowledge that:
      1. The primary method of communication between us will be email using the email address you have provided to us and that you are prepared to accept from us by that method any notice permitted by law to be delivered electronically and that we will not, except as provided by law, provide you with a hard copy of any such communication or notice;
      2. If you cannot make any repayment, you will contact us immediately whereupon we will discuss an alternative payment arrangement with you but that we do not have to agree to any alternative.
   2. This contract is governed by the laws in force in New South Wales. You irrevocably and unconditionally submit to the exclusive jurisdiction of the courts of that State and the Courts of Appeal from them, except where the law requires otherwise.
   3. We do not waive any of our rights under this contract, unless we do so in writing.

FORM 5
INFORMATION STATEMENT

paragraph 16 (1) (b) of the Code
regulation 70 of the Regulations

THINGS YOU SHOULD KNOW ABOUT YOUR PROPOSED CREDIT CONTRACT

This statement tells you about some of the rights and obligations of yourself and your credit provider. It does not state the terms and conditions of your contract.
If you have any concerns about your contract, contact the credit provider and, if you still have concerns, your credit provider's external dispute resolution scheme, or get legal advice.

<u>The Contract</u>

1. **How can I get details of my proposed credit contract?**
   Your credit provider must give you a precontractual statement containing certain information about your contract. The precontractual statement, and this document, must be given to you before:
   - your contract is entered into; or
   - you make an offer to enter into the contract;

   whichever happens first.

2. **How can I get a copy of the final contract?**
   If the contract document is to be signed by you and returned to your credit provider, you must be given a copy to keep. Also, the credit provider must give you a copy of the final contract within 14 days after it is made. This rule does not, however, apply if the credit provider has previously given you a copy of the contract document to keep.
   If you want another copy of your contract, write to your credit provider and ask for one. Your credit provider may charge you a fee. Your credit provider has to give you a copy:
   - within 14 days of your written request if the original contract came into existence 1 year or less before your request; or
   - otherwise within 30 days of your written request.

3. **Can I terminate the contract?**
   Yes. You can terminate the contract by writing to the credit provider so long as:
   - you have not obtained any credit under the contract; or
   - a card or other means of obtaining credit given to you by your credit provider has not been used to acquire goods or services for which credit is to be provided under the contract.

   However, you will still have to pay any fees or charges incurred before you terminated the contract.

4. **Can I pay my credit contract out early?**
   Yes. Pay your credit provider the amount required to pay out your credit contract on the day you wish to end your contract.

5. **How can I find out the pay out figure?**
   You can write to your credit provider at any time and ask for a statement of the pay out figure as at any date you specify. You can also ask for details of how the amount is made up.
   Your credit provider must give you the statement within 7 days after you give your request to the credit provider. You may be charged a fee for the statement.

6. **Will I pay less interest if I pay out my contract early?**
   Yes. The interest you can be charged depends on the actual time money is owing. However, you may have to pay an early termination charge (if your contract permits your credit provider to charge one) and other fees.

7. **Can my contract be changed by my credit provider?**
   Yes, but only if your contract says so.

8. **Will I be told in advance if my credit provider is going to make a change in the contract?**
   That depends on the type of change. For example:
   - you get at least same day notice for a change to an annual percentage rate. That notice may be a written notice to you or a notice published in a newspaper.
   - you get 20 days advance written notice for:
     - a change in the way in which interest is calculated; or
     - a change in credit fees and charges; or
     - any other changes by your credit provider;

     except where the change reduces what you have to pay or the change happens automatically under the contract.

9. **Is there anything I can do if I think that my contract is unjust?**
   Yes. You should first talk to your credit provider. Discuss the matter and see if you can come to some arrangement.

   If that is not successful, you may contact your credit provider's external dispute resolution scheme. External dispute resolution is a free service established to provide you with an independent mechanism to resolve specific complaints. Your credit provider's external dispute resolution provider is Australian Financial Complaints Authority and can be contacted at GPO Box 3 Melbourne VIC 3001, Email: info@afca.org.au, Phone 1800 931 678 (9:00am to 5:00pm AEST Monday to Friday), https://www.afca.org.au.

   Alternatively, you can go to court. You may wish to get legal advice, for example from your community legal centre or Legal Aid.

   You can also contact ASIC, the regulator, for information on 1300 300 630 or through ASIC's website at https://www.asic.gov.au.

Insurance

10. **Do I have to take out insurance?**
    Your credit provider can insist you take out or pay the cost of types of insurance specifically allowed by law. These are compulsory third party personal injury insurance, mortgage indemnity insurance or insurance over property covered by any mortgage. Otherwise, you can decide if you want to take out insurance or not. If you take out insurance, the credit provider can not insist that you use any particular insurance company.

11. **Will I get details of my insurance cover?**
    Yes, if you have taken out insurance over mortgaged property or consumer credit insurance and the premium is financed by your credit

provider. In that case the insurer must give you a copy of the policy within 14 days after the insurer has accepted the insurance proposal. Also, if you acquire an interest in any such insurance policy which is taken out by your credit provider then, within 14 days of that happening, your credit provider must ensure you have a written notice of the particulars of that insurance.
You can always ask the insurer for details of your insurance contract. If you ask in writing, your insurer must give you a statement containing all the provisions of the contract.

12. **If the insurer does not accept my proposal, will I be told?**
    Yes, if the insurance was to be financed by the credit contract. The insurer will inform you if the proposal is rejected.

13. **In that case, what happens to the premiums?**
    Your credit provider must give you a refund or credit unless the insurance is to be arranged with another insurer.

14. **What happens if my credit contract ends before any insurance contract over mortgaged property?**
    You can end the insurance contract and get a proportionate rebate of any premium from the insurer.

<u>Mortgages</u>

15. **If my contract says I have to give a mortgage, what does this mean?**
    A mortgage means that you give your credit provider certain rights over any property you mortgage. If you default under your contract, you can lose that property and you might still owe money to the credit provider.

16. **Should I get a copy of my mortgage?**
    Yes. It can be part of your credit contract or, if it is a separate document, you will be given a copy of the mortgage within 14 days after your mortgage is entered into.
    However, you need not be given a copy if the credit provider has previously given you a copy of the mortgage document to keep.

17. **Is there anything that I am not allowed to do with the property I have mortgaged?**
    The law says you can not assign or dispose of the property unless you have your credit provider's, or the court's, permission. You must also look after the property. Read the mortgage document as well. It will usually have other terms and conditions about what you can or can not do with the property.

18. **What can I do if I find that I can not afford my repayments and there is a mortgage over property?**
    See the answers to questions 22 and 23.
    Otherwise you may:
    - if the mortgaged property is goods - give the property back to your credit provider, together with a letter saying you want the credit provider to sell the property for you;
    - sell the property, but only if your credit provider gives permission first;

    OR
    - give the property to someone who may then take over the repayments, but only if your credit provider gives permission first.

    If your credit provider won't give permission, you can contact their external dispute resolution scheme for help.
    If you have a guarantor, talk to the guarantor who may be able to help you.
    You should understand that you may owe money to your credit provider even after the mortgaged property is sold.

19. **Can my credit provider take or sell the mortgaged property?**
    Yes, if you have not carried out all of your obligations under your contract.

20. **If my credit provider writes asking me where the mortgaged goods are, do I have to say where they are?**
    Yes. You have 7 days after receiving your credit provider's request to tell your credit provider. If you do not have the goods you must give your credit provider all the information you have so they can be traced.

21. **When can my credit provider or its agent come into a residence to take possession of mortgaged goods?**
    Your credit provider can only do so if it has the court's approval or the written consent of the occupier which is given after the occupier is informed in writing of the relevant section in the National Credit Code.

<u>General</u>

22. **What do I do if I can not make a repayment?**
    Get in touch with your credit provider immediately. Discuss the matter and see if you can come to some arrangement. You can ask your credit provider to change your contract in a number of ways:
    - to extend the term of your contract and reduce payments; or
    - to extend the term of your contract and delay payments for a set time; or
    - to delay payments for a set time.

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    If the credit provider refuses your request to change the repayments, you can ask the credit provider to review this decision if you think it is wrong.
    If the credit provider still refuses your request you can complain to the external dispute resolution scheme that your credit provider belongs to. Further details about this scheme are set out below in question 25.

24. **Can my credit provider take action against me?**

Yes, if you are in default under your contract. But the law says that you can not be unduly harassed or threatened for repayments. If you think you are being unduly harassed or threatened, contact the credit provider's external dispute resolution scheme or ASIC, or get legal advice.

25. **Do I have any other rights and obligations?**
Yes. The law will give you other rights and obligations. You should also READ YOUR CONTRACT carefully.

IF YOU HAVE ANY COMPLAINTS ABOUT YOUR CREDIT CONTRACT, OR WANT MORE INFORMATION, CONTACT YOUR CREDIT PROVIDER. YOU MUST ATTEMPT TO RESOLVE YOUR COMPLAINT WITH YOUR CREDIT PROVIDER BEFORE CONTACTING YOUR CREDIT PROVIDER'S EXTERNAL DISPUTE RESOLUTION SCHEME. IF YOU HAVE A COMPLAINT WHICH REMAINS UNRESOLVED AFTER SPEAKING TO YOUR CREDIT PROVIDER YOU CAN CONTACT YOUR CREDIT PROVIDER'S EXTERNAL DISPUTE RESOLUTION SCHEME OR GET LEGAL ADVICE.

EXTERNAL DISPUTE RESOLUTION IS A FREE SERVICE ESTABLISHED TO PROVIDE YOU WITH AN INDEPENDENT MECHANISM TO RESOLVE

SPECIFIC COMPLAINTS. YOUR CREDIT PROVIDER'S EXTERNAL DISPUTE RESOLUTION PROVIDER IS:
AUSTRALIAN FINANCIAL COMPLAINTS AUTHORITY
GPO BOX 3 MELBOURNE VIC 3001
EMAIL: info@afca.org.au
PHONE 1800 931 678
(9:00AM TO 5:00PM AEST MONDAY TO FRIDAY)
WWW.AFCA.ORG.AU

PLEASE KEEP THIS INFORMATION STATEMENT. YOU MAY WANT SOME INFORMATION FROM IT AT A LATER DATE.

OFFER TO PROVIDE CREDIT

Venture 5 Group Pty Ltd
Trading as **CashnGo Australia**
ABN 82 156 288 078
Australian Credit Licence Number 431627

Borrower:
[redacted]
(called in this document "you", "borrower" or "debtor")

offers to

Venture 5 Group Pty Ltd ACN 156 288 078 of Suite 3, Level 1, 460 Church Street, Parramatta, NSW 2150, trading as CashnGo Australia ABN 82 156 288 078, Australian Credit Licence Number 431627 (called in this document "we", "us" or "credit provider") to enter into a credit contract on the following terms and conditions. By us accepting this offer, a contract will be formed containing the terms and conditions set out in this document.

Financial Information:

1. Amount of Credit

Payable to you	$550
Payable to us (as set out in item 3)	$176
Total amount of credit	$726

2. Repayments

Amount of each repayment	$60.5
Number of repayments	12
Total amount of repayments	$726
Date of first repayment	June 23, 2026
Frequency of repayments	Every 1 Weeks
Period over which repayments are to be made	12 Weeks

3. Credit fees and charges retained by us

Establishment fee	$110
Monthly fee	$66
Total amount of fees	$176

4. Unascertainable fees and charges which might become payable to the credit provider

Dishonoured payment fee

When payable	On the dishonouring or failure to make payment in accordance with the terms of this agreement
Amount or method of calculation	$30.00 per event

Debt Recovery Field Call

When payable	On any necessary field call when account is in arrears

Amount or method of calculation	The costs incurred by us.

Enforcement expenses

When payable	On you becoming in default under the agreement
Amount or method of calculation	The costs incurred by us in recovering the amount outstanding

5. Disclosure Date: June 15, 2026

Further details of the loan offer

1. Date of offer: June 15, 2026
2. Ascertainable fees and charges

Establishment fee	$110
Monthly fee	$66
Total amount of fees	$176

Statements of account:
The credit provider will provide statements of account to the debtor when requested by you and in accordance with the National Credit Code.

Enforcement expenses:
Enforcement expenses may become payable under the credit contract in the event of a breach by you.

Mortgage or Guarantee:
No mortgage or guarantee of your obligations under this agreement is required.

Commissions:
No commissions are payable by or to the credit provider for the introduction of credit business or business financed by this loan contract.

Insurances as part of the amount of credit:
No insurances are provided as part of the amount of credit.

EXECUTION
By making the offer as set out above, you acknowledge that:

1. You have received from us physically or electronically, and that you have read and retained (and where appropriate, executed) a copy of:
    1. Our Credit Guide;
    2. Our Privacy Act authority which includes consent under the Electronic Transactions Act;
    3. A copy of this offer by way of pre-contractual disclosure, and
    4. The document headed “Form 5 Things you should know about your proposed credit contract”,
2. All the information you have provided us is complete and accurate;
3. None of the amount of credit is to refinance any amount owing under another Small Amount Credit Contract whether with us or any other credit provider;
4. We have, by this document, strongly recommend that you seek advice from an independent legal and/or financial adviser;
5. You have had an opportunity to discuss this loan with an independent legal and/or financial adviser;
6. We have relied on the information provided by you to us (together with other information we obtained) in determining whether or not to accept your offer and grant you the loan;
7. You certify that, in order for us to make our assessment in accordance with section 129 of the National Consumer Credit Protection Act 2009, there have been no changes in your financial circumstances since the time the application was made and you do not foresee any changes;
8. We have advised you that failing to make or dishonouring any payment may have an adverse effect on your credit history, making the chances of a successful application for credit in the future less likely, and
9. We have advised you that should you have any difficulty meeting your obligations, you

should contact us at first instance.

IMPORTANT

BEFORE YOU SIGN	THINGS YOU MUST KNOW
READ THIS CONTRACT DOCUMENT so that you know exactly what contract you are entering into and what you will have to do under the contract.	You can withdraw this offer at any time before the credit provider accepts it. When the credit provider does accept it, you are bound by it. However, you may end the contract before you obtain credit, or a card or other means is used to obtain goods or services for which credit is to be provided under the contract, by telling the credit provider in writing, but you will still be liable for any fees or charges already incurred.
You should also read the information statement: "THINGS YOU SHOULD KNOW ABOUT YOUR PROPOSED CREDIT CONTRACT".	You **do not** have to take out consumer credit insurance unless you want to. However, if this contract document says so, you must take out insurance over any mortgaged property that is used as security, such as a house or car.
Fill-in or cross out any blank spaces.	If you take out insurance, the credit provider cannot insist on any particular insurance company.
Get a copy of this contract document.	If this contract document says so, the credit provider can vary the annual percentage rate (the interest rate), the repayments and the fees and charges and can add new fees and charges without your consent.
Do not sign this contract if there is anything you do not understand	If this contract document says so, the credit provider can charge a fee if you pay out your contract early.

[redacted]	[redacted]	[redacted]
Digitally Signed by	**IP Address**	**Date**

TERMS AND CONDITIONS OF THE AGREEMENT

1. **DEFINITIONS AND INTERPRETATION**
   In this loan agreement, unless otherwise indicated:
   1. a reference to 'we', 'us' or 'our' means Venture 5 Group Pty Ltd ACN 156 288 078 of Suite 3, Level 1, 460 Church Street, Parramatta, NSW 2150, trading as CashnGo Australia ABN 82 156 288 078, Australian Credit Licence Number 431627;
   2. a reference to 'you' means each borrower, if more than one;
   3. "Business day" means a day, other than a Saturday or Sunday, in which banks are open for retail business in the capital city of the state in which you reside.
   4. "Default" means any of the events listed in clause 8 hereof or any other action by you which is not in accordance with this agreement.
   5. "Establishment fee" means the amount set out in the Financial Table and payable as set out in clause 5.
   6. "Monthly fee" means the amount set out in the Financial Table and payable monthly as set out in clause 5.
   7. If a payment or other activity is required to be made or done on a day which is not a business day, unless otherwise agreed, the payment or other activity must be made or undertaken before the close of business on the next business day.

2. **FORMATION OF CONTRACT**
   1. The contract will be formed when we notify you of our acceptance of the offer made by you. Our acceptance of your offer is based upon the information you have provided to us or that we have collected about you.
   2. We will notify you of our acceptance of your offer by:

   1. Advising you by telephone, email, SMS or letter, or
   2. By crediting you the loan amount either into your account or to the card provided to you.
3. At the time of acceptance, we will have, based upon the information you have provided to us or that we have collected about you, completed our enquiries and made the appropriate assessment.

3. **INDEPENDENT ADVICE AND CREDIT REPORT**

You acknowledge that we have advised you (if not elsewhere, then by this document) that:

1. You should, before accepting this offer, obtain independent legal and financial advice in relation to this agreement and you have had an opportunity to do so, and
2. Should you default in any payment, and if permitted by law or any code (including the Privacy (Credit Reporting) Code), we will report the matter to a credit reporting body. This report may have an adverse effect on your chances of a successful finance application in the future.

4. **PAYMENT TO YOU**
   1. The whole of the amount of credit will be paid to you or as is set out in the Financial Table on the day the loan is settled.
   2. The amount paid to you or as set out in the Financial Table will be debited to your account held by us upon which charges (if any) shall accrue from time to time.
   3. Any fee or charge able to be collected from you in accordance with this agreement shall, at our option
      1. be debited to your account held by us immediately it becomes due (in which case it will be added to the amount owing), or
      2. will be paid by you to us on demand being made by us to you.

5. **ESTABLISHMENT AND MONTHLY FEES**
   1. You agree to pay the establishment fee in the amount set out at item 3a in the Financial Table at the time the amount of credit is made available to you. Unless you request otherwise and pay the fee to us at or before the time the loan is advanced to you, the establishment fee will be added to the amount you owe to us.
   2. You agree to pay the monthly fee in the amount set out at item 3b in the Financial Table. We will debit the total of the monthly fees on the day the credit is advanced to you.
   3. You acknowledge that as long as there is any amount owing by you to us pursuant to this agreement, then the monthly fee continues to accrue and is payable in the amount set out at item 3b in the Financial Table.

6. **PAYMENTS**
   1. You agree to make the payments set out in the Financial Table.
   2. Unless otherwise agreed by us, payments by you will be made by the use of
      a. Direct Debit
      b. Debit Card

      in accordance with the system outlined in the Request and Authority to Debit document. At our option, we may use the services of a third party service providers to collect payments on our behalf.
   3. You will be credited with the payment made by you on the day the cleared payment is received by us.
   4. Subject to any contrary mandatory requirements of the law, we may determine from time to time the manner in which monies received from you will be taken and applied under this agreement. Unless otherwise notified or required by the law, the order in which monies will be applied will be:
      a. in payment of any costs and expenses incurred by us in exercising any right or obligation we have under this agreement;
      b. in payment of any prior unpaid loans you have with us;
      c. in payment of your obligation under this agreement:
         i. firstly in respect of fees and charges, then
         ii. in reduction of the principal.

7. **YOUR OBLIGATIONS**

You agree that you will:

1. Pay to us the repayments together with any fees and charges specified in this agreement

in the method and on the days specified in this agreement;
2. If we incur any enforcement expenses as a result of us enforcing our rights under this agreement on any breach of the agreement by you, at our election, pay to us on demand those expenses or those expenses will be added to the amount you owe us, and
3. Ensure that we are always aware of your current address, e-mail address and telephone numbers and that if any of these change, you will notify us within 7 days of such change.

8. **DEFAULT**
    1. You will become in default of this agreement if you do not comply with each and every term of this agreement.
    2. If you are in default of your obligations under this agreement, we will send to you a default notice which will tell you what the default is and how and by when you must remedy it.
    3. If you do not remedy the default in accordance with the notice, subject to any other requirement of the law, the total amount remaining outstanding, together with all fees and charges, will become immediately due and payable to us.
    4. You acknowledge that if you are in default, subject to the requirements of the law, which includes any regulation or code applying, we may report the fact of your default to a credit reporting body.
    5. You will be in default of your obligations under this agreement if:
        a. You do not pay any amount due under this agreement in full on or before the date it is due to be paid;
        b. You fail to comply with any other condition of this agreement;
        c. You commit an act of bankruptcy which includes entering into a Part IX or X agreement pursuant to the provisions of the *Bankruptcy Act 1966*;
        d. You fail to advise us within 7 days of any change in your address, e-mail address and telephone number;
        e. We determine, based on reasonable grounds, that you have provided us information in support of your application for the loan, which is not complete, true and correct in every respect, or
        f. We believe on reasonable grounds that we were induced by fraud to enter into this agreement.
    6. You acknowledge that on becoming in default, enforcement expenses may become payable by you.
    7. You acknowledge and agree that on a default occurring, we may choose to do one or more of the following after complying with any notice or other requirements of the law:
        1. require you to immediately pay any amount outstanding, and
        2. collect by any of the methods referred to in the Request and Authority to Debit any outstanding amount from your bank account (including any days which are not scheduled for payments to be made).

9. **STATEMENTS**
    1. We will provide you with statements of account when we are required to do so under the law.
    2. In addition, you may ask for a statement at any other time, but we may charge you a fee for the provision of that statement.

10. **EARLY REPAYMENT**
    1. You are entitled to repay the loan amount or any payment due under this agreement at any time before the due date.
    2. Any payment made before the due date may be made without penalty to you.
    3. Unless otherwise specifically agreed or required by law, no deduction in any fees or charges due under this contract shall be made as a result of the early payment made by you.

11. **NOTICES**
    Subject to any contrary requirements of the law:
    1. You agree that any notice, demand or other communication required or permitted to be given by or under this agreement or any relevant statutory provision:
        1. shall be sufficiently given if it is in writing from us or our solicitors and delivered to you by prepaid mail, facsimile, (or in the case where you have consented to receive communications electronically and it is not prohibited by law) e-mail, SMS or other

electronic means;
2. if delivered personally, shall be deemed to have been received by you on the date it bears or the date it is received, whichever is the later;
3. if delivered by mail shall be deemed to have been received on the second business day after the date of posting (unless the contrary is shown by you);
4. if delivered electronically, shall be deemed to have been received on the day it was sent.
2. If there is more than one borrower, you may nominate one of them to receive notices, demand or other communication on behalf of both and whilst the nomination is in force, where permitted by law, such service shall be deemed to be sufficient service on all borrowers.

12. **ASSIGNMENT**
1. We may assign, sell, transfer or otherwise deal with our interest in this agreement in any way provided that in our absolute opinion you will not be disadvantaged by such dealing. You agree that you will sign any document or do anything we reasonably request to enable us to assign, sell, transfer or otherwise deal with our interest in this agreement.
2. You acknowledge and agree that in the process of our dealing with our interest it may be necessary for us to disclose information we hold about you in relation to this agreement to the party with which we are dealing. You consent to that occurring.

13. **MISCELLANEOUS**
1. You acknowledge that:
   1. The primary method of communication between us will be email using the email address you have provided to us and that you are prepared to accept from us by that method any notice permitted by law to be delivered electronically and that we will not, except as provided by law, provide you with a hard copy of any such communication or notice;
   2. If you cannot make any repayment, you will contact us immediately whereupon we will discuss an alternative payment arrangement with you but that we do not have to agree to any alternative.
2. This contract is governed by the laws in force in New South Wales. You irrevocably and unconditionally submit to the exclusive jurisdiction of the courts of that State and the Courts of Appeal from them, except where the law requires otherwise.
3. We do not waive any of our rights under this contract, unless we do so in writing.

FORM 5
INFORMATION STATEMENT

paragraph 16 (1) (b) of the Code
regulation 70 of the Regulations

THINGS YOU SHOULD KNOW ABOUT YOUR PROPOSED CREDIT CONTRACT

This statement tells you about some of the rights and obligations of yourself and your credit provider. It does not state the terms and conditions of your contract.
If you have any concerns about your contract, contact the credit provider and, if you still have concerns, your credit provider's external dispute resolution scheme, or get legal advice.

The Contract

1. **How can I get details of my proposed credit contract?**
Your credit provider must give you a precontractual statement containing certain information about your contract. The precontractual statement, and this document, must be given to you before:
   - your contract is entered into; or
   - you make an offer to enter into the contract;

   whichever happens first.

2. **How can I get a copy of the final contract?**
   If the contract document is to be signed by you and returned to your credit provider, you must be given a copy to keep. Also, the credit provider must give you a copy of the final contract within 14 days after it is made. This rule does not, however, apply if the credit provider has previously given you a copy of the contract document to keep.
   If you want another copy of your contract, write to your credit provider and ask for one. Your credit provider may charge you a fee. Your credit provider has to give you a copy:
   - within 14 days of your written request if the original contract came into existence 1 year or less before your request; or
   - otherwise within 30 days of your written request.

3. **Can I terminate the contract?**
   Yes. You can terminate the contract by writing to the credit provider so long as:
   - you have not obtained any credit under the contract; or
   - a card or other means of obtaining credit given to you by your credit provider has not been used to acquire goods or services for which credit is to be provided under the contract.

   However, you will still have to pay any fees or charges incurred before you terminated the contract.

4. **Can I pay my credit contract out early?**
   Yes. Pay your credit provider the amount required to pay out your credit contract on the day you wish to end your contract.

5. **How can I find out the pay out figure?**
   You can write to your credit provider at any time and ask for a statement of the pay out figure as at any date you specify. You can also ask for details of how the amount is made up.
   Your credit provider must give you the statement within 7 days after you give your request to the credit provider. You may be charged a fee for the statement.

6. **Will I pay less interest if I pay out my contract early?**
   Yes. The interest you can be charged depends on the actual time money is owing. However, you may have to pay an early termination charge (if your contract permits your credit provider to charge one) and other fees.

7. **Can my contract be changed by my credit provider?**
   Yes, but only if your contract says so.

8. **Will I be told in advance if my credit provider is going to make a change in the contract?**
   That depends on the type of change. For example:
   - you get at least same day notice for a change to an annual percentage rate. That notice may be a written notice to you or a notice published in a newspaper.
   - you get 20 days advance written notice for:
     - a change in the way in which interest is calculated; or
     - a change in credit fees and charges; or
     - any other changes by your credit provider;

     except where the change reduces what you have to pay or the change happens automatically under the contract.

9. **Is there anything I can do if I think that my contract is unjust?**
   Yes. You should first talk to your credit provider. Discuss the matter and see if you can come to some arrangement.

   If that is not successful, you may contact your credit provider's external dispute resolution scheme. External dispute resolution is a free service established to provide you with an independent mechanism to resolve specific complaints. Your credit provider's external dispute resolution provider is Australian Financial Complaints Authority and can be contacted at GPO Box 3 Melbourne VIC 3001, Email: info@afca.org.au, Phone 1800 931 678 (9:00am to 5:00pm AEST Monday to Friday), https://www.afca.org.au.

   Alternatively, you can go to court. You may wish to get legal advice, for example from your community legal centre or Legal Aid.

You can also contact ASIC, the regulator, for information on 1300 300 630 or through ASIC's website at https://www.asic.gov.au.

Insurance

10. **Do I have to take out insurance?**
Your credit provider can insist you take out or pay the cost of types of insurance specifically allowed by law. These are compulsory third party personal injury insurance, mortgage indemnity insurance or insurance over property covered by any mortgage. Otherwise, you can decide if you want to take out insurance or not. If you take out insurance, the credit provider can not insist that you use any particular insurance company.

11. **Will I get details of my insurance cover?**
Yes, if you have taken out insurance over mortgaged property or consumer credit insurance and the premium is financed by your credit provider. In that case the insurer must give you a copy of the policy within 14 days after the insurer has accepted the insurance proposal.
Also, if you acquire an interest in any such insurance policy which is taken out by your credit provider then, within 14 days of that happening, your credit provider must ensure you have a written notice of the particulars of that insurance.
You can always ask the insurer for details of your insurance contract. If you ask in writing, your insurer must give you a statement containing all the provisions of the contract.

12. **If the insurer does not accept my proposal, will I be told?**
Yes, if the insurance was to be financed by the credit contract. The insurer will inform you if the proposal is rejected.

13. **In that case, what happens to the premiums?**
Your credit provider must give you a refund or credit unless the insurance is to be arranged with another insurer.

14. **What happens if my credit contract ends before any insurance contract over mortgaged property?**
You can end the insurance contract and get a proportionate rebate of any premium from the insurer.

Mortgages

15. **If my contract says I have to give a mortgage, what does this mean?**
A mortgage means that you give your credit provider certain rights over any property you mortgage. If you default under your contract, you can lose that property and you might still owe money to the credit provider.

16. **Should I get a copy of my mortgage?**
Yes. It can be part of your credit contract or, if it is a separate document, you will be given a copy of the mortgage within 14 days after your mortgage is entered into.
However, you need not be given a copy if the credit provider has previously given you a copy of the mortgage document to keep.

17. **Is there anything that I am not allowed to do with the property I have mortgaged?**
The law says you can not assign or dispose of the property unless you have your credit provider's, or the court's, permission. You must also look after the property. Read the mortgage document as well. It will usually have other terms and conditions about what you can or can not do with the property.

18. **What can I do if I find that I can not afford my repayments and there is a mortgage over property?**
See the answers to questions 22 and 23.
Otherwise you may:

- if the mortgaged property is goods - give the property back to your credit provider, together with a letter saying you want the credit provider to sell the property for you;
- sell the property, but only if your credit provider gives permission first;

OR

- give the property to someone who may then take over the repayments, but only if your credit provider gives permission first.

If your credit provider won't give permission, you can contact their external dispute resolution scheme for help.
If you have a guarantor, talk to the guarantor who may be able to help you.
You should understand that you may owe money to your credit provider even after the mortgaged property is sold.

19. **Can my credit provider take or sell the mortgaged property?**
Yes, if you have not carried out all of your obligations under your contract.

20. **If my credit provider writes asking me where the mortgaged goods are, do I have to say where they are?**
Yes. You have 7 days after receiving your credit provider's request to tell your credit provider. If you do not have the goods you must give your credit provider all the information you have so they can be traced.

21. **When can my credit provider or its agent come into a residence to take possession of mortgaged goods?**
Your credit provider can only do so if it has the court's approval or the written consent of the occupier which is given after the occupier is informed in writing of the relevant section in the National Credit Code.

<u>**General**</u>

22. **What do I do if I can not make a repayment?**
Get in touch with your credit provider immediately. Discuss the matter and see if you can come to some arrangement. You can ask your credit provider to change your contract in a number of ways:
    - to extend the term of your contract and reduce payments; or
    - to extend the term of your contract and delay payments for a set time; or
    - to delay payments for a set time.

23. **What if my credit provider and I can not agree on a suitable arrangement?**
If the credit provider refuses your request to change the repayments, you can ask the credit provider to review this decision if you think it is wrong.
If the credit provider still refuses your request you can complain to the external dispute resolution scheme that your credit provider belongs to. Further details about this scheme are set out below in question 25.

24. **Can my credit provider take action against me?**
Yes, if you are in default under your contract. But the law says that you can not be unduly harassed or threatened for repayments. If you think you are being unduly harassed or threatened, contact the credit provider's external dispute resolution scheme or ASIC, or get legal advice.

25. **Do I have any other rights and obligations?**
Yes. The law will give you other rights and obligations. You should also READ YOUR CONTRACT carefully.

IF YOU HAVE ANY COMPLAINTS ABOUT YOUR CREDIT CONTRACT, OR WANT MORE INFORMATION, CONTACT YOUR CREDIT PROVIDER. YOU MUST ATTEMPT TO RESOLVE YOUR COMPLAINT WITH YOUR CREDIT PROVIDER BEFORE CONTACTING YOUR CREDIT PROVIDER'S EXTERNAL DISPUTE RESOLUTION SCHEME. IF YOU HAVE A COMPLAINT WHICH REMAINS UNRESOLVED AFTER SPEAKING TO YOUR CREDIT

PROVIDER YOU CAN CONTACT YOUR CREDIT PROVIDER'S EXTERNAL DISPUTE RESOLUTION SCHEME OR GET LEGAL ADVICE.

EXTERNAL DISPUTE RESOLUTION IS A FREE SERVICE ESTABLISHED TO PROVIDE YOU WITH AN INDEPENDENT MECHANISM TO RESOLVE

SPECIFIC COMPLAINTS. YOUR CREDIT PROVIDER'S EXTERNAL DISPUTE RESOLUTION PROVIDER IS:
AUSTRALIAN FINANCIAL COMPLAINTS AUTHORITY
GPO BOX 3 MELBOURNE VIC 3001
EMAIL: info@afca.org.au
PHONE 1800 931 678
(9:00AM TO 5:00PM AEST MONDAY TO FRIDAY)
WWW.AFCA.ORG.AU

PLEASE KEEP THIS INFORMATION STATEMENT. YOU MAY WANT SOME INFORMATION FROM IT AT A LATER DATE.