

Terms and Conditions

Please read our terms and conditions carefully and ask us any questions you have before you sign the contract.

1. Definitions and Interpretations

1.1. In this Agreement, including the Schedules and Annexures:

Agreement means the Vehicle Loan Agreement, as well as all of the complementary components, contained or listed herein. It may also be referred to as the contract, credit contract or the loan contract. These terms and conditions form part of the Agreement.

Annual Percentage Rate means the interest rate specified as such in this Offer and Loan Contract as applicable to this Loan from time to time.

Australian Consumer Law means Volume 3, Schedule 2 of the Competition and Consumer Act 2010 (Cth).

Business Day means a date that is not a Saturday or Sunday or a public holiday, special holiday or bank holiday that we are open for business in Brisbane.

Code means the National Credit Code, which can be found under Volume 2, Schedule 1 of the National Consumer Credit Protection Act 2009 (Cth).

CRB means a Credit Reporting Bureau.

Direct Debit Authority means the form signed by *You* authorising us to directly debit *Your* nominated account.

Disclosure Date means the date specified as the Disclosure date in the Schedule and a copy of this Agreement is provided to the applicant.

Early Payout Fee means the fee specified in the Intrinsic Vehicle Loan Agreement.

Enforcement Expenses means all reasonable expenses incurred by us in enforcing this Agreement where *You* are in breach, including those expenses referred to under clause 14.

Fees and Charges means all the fees and charges specified in the Intrinsic Vehicle Loan Agreement Schedule, and any new fees and charges introduced from time to time, where 20 days' notice is given.

Loan Date means the date on which we make the Loan to *You*.

Loan means the amount of credit specified in the Schedule and any other moneys owing, including interest, credit fees and charges and any other moneys which become due, owing and/or payable to us under the terms of this Offer and Loan Contract identified in the table on page 3 above as the "Total amount of the Loan" that We lend to *You* under this Agreement to assist *Your* purchase of the Vehicle.

Location means the location of the Vehicle as specified in the Intrinsic Vehicle Loan Agreement or another location as agreed.

Money Owing means all money now or at any time in the future due or payable to *Us* by *You* under this Agreement including the Total Repayments, all interest, Fees and Charges, any Early Payout Fee and any Enforcement Expenses in accordance with clauses 5, 6, 8, 9 and 14.

PPSA means the Personal Property Securities Act 2009 (Cth).

Privacy Law means the Privacy Act 1988 (Cth) and includes the Australian Privacy Principles and any applicable Credit Reporting Code of Conduct.

Purchase Money Security Interest has the meaning given to it in the PPSA.

Regular Payment means the amount set out in the Intrinsic Vehicle Loan Agreement, which *You* are required to pay to repay *Your* Loan.

Schedule means the schedule on page 3 above.

Secured Property means the Vehicle and all rights and claims under any insurance policy or Vehicle warranty relating thereto, including the right to demand and receive payment of any proceeds of all claims under any such policy or Vehicle warranty. The secured property includes any repairs, replacement parts, additions, or alterations made to the Secured Property, and any money or replacement vehicles received from any insurance claim or warranty policy in respect of the Secured Property.

Security Interest has the meaning given to it in the PPSA; this includes any security interest under the PPSA, mortgage, pledge, lien, charge, trust arrangement, title retention arrangement or other security interest or encumbrance.

Security Provider means any person who has given a goods security.

Term means the period specified in the Intrinsic Vehicle Loan Agreement.

Total Repayments means the amount *You* must pay to us to repay the Loan as set out in the Schedule.

Vehicle means the motor vehicle and any accessories listed in the Intrinsic Vehicle Loan Agreement, which *You* have agreed to buy from *Us*.

We, Us or *Our* means Intrinsic Finance Pty Ltd (ABN 93 151 835 040) but may also be referred to as "Intrinsic" or "The Company".

You or *Your* means the person or persons purchasing the vehicle and named as the Customer in the Intrinsic Vehicle Loan Agreement Schedule and includes *Your* successors and assigns.

Unless otherwise stipulated, the following should be interpreted accordingly:

- (a) A singular word includes the plural and vice versa;
- (b) A word which suggests open gender includes the other gender;
- (c) A reference to a party to this document or any other document or agreement includes the party's successors, permitted substitutes and permitted assignments;
- (d) A reference to a clause, schedule, annexure or party is a reference to a clause of, and a schedule, annexure or party to, this document and references to this document include any schedules or annexures;
- (e) A reference to a document or agreement (including a reference to this document) is to that document or agreement as amended, supplemented, varied or replaced; and
- (f) A reference to legislation or to a provision of legislation (including subordinate legislation) is to that legislation as amended, re-enacted, or replaced, and includes any subordinate legislation issued under it.

1.2. Where two or more people have entered into this Agreement with us, we can enforce our rights under this Agreement against all of *You* together or against any one of *You* alone. This means that each of *You* can be required to pay the whole amount even though *You* may have some other arrangement among yourselves or not all of *You* benefit equally.

1.3. Words or phrases used in these Terms and Conditions have the same meaning as those used in the Schedule and vice versa.

1.4. A reference to a party includes that party's successors and permitted assigns.

1.5. A reference to a statute or other legislation includes any amendment, replacement or re-enactment for the time being in force and includes all regulations, by-laws and statutory instruments made thereunder.

1.6. A reference to this or any other document includes a reference to that document as amended, supplemented, novated, or replaced from time to time.

2. Loan Provisions

2.1. We may withdraw or vary this offer at any time before you accept it, if there is any material change in the circumstances or facts arise which are prejudicial to us or if it is otherwise reasonably necessary to protect our legitimate interests.

- 2.2. We will not lend you the Amount of Credit until you provide us with evidence of current mortgaged property insurance of the Secured Property in a form and for an amount that we may reasonably require, noting our interests as mortgagee.
- 2.3. You must arrange to draw the Amount of Credit within 14 days of the date of this loan contract or later as we both agree. If you do not do so, we may terminate this loan contract.
- 2.4. The Loan will be disbursed by us in full in accordance with the Offer and Loan Contract or as otherwise authorised by you and agreed to by us.
- 2.5. By signing this Loan Agreement, *You* agree to borrow the amount of credit on the terms specified in this document. This Loan Agreement becomes binding on *You* when *You* sign, irrespective of any payment of money or delivery of goods.
- 2.6. We may refuse to fund all or any part of the Loan if there has been any Event of Default and if *You* do not comply with any of the conditions of our offer.
- 2.7. We also reserve the right to withdraw this offer if it is not accepted within 14 days from the Disclosure Date, if the initial drawdown does not occur within 20 days of the Disclosure Date, or if anything occurs which in our opinion makes settlement undesirable.

3. Vehicle Security

You grant us a security interest in the Secured Property and any insurance policy with respect to the Secured property (including any money received from a warranty claim or any insurance claim over the Secured Property) to secure payment to us of money owing, as security for the repayment of the Secured Money.

The Secured Property includes any repairs, replacement parts, additions, or alterations made to the Secured Property, and any money or replacement vehicles received from any insurance claim or warranty policy in respect of the Secured Property.

You will obtain legal title to the vehicle (if it is not already your property) and ensure that apart from the mortgage given to us, there are no other rights or interests given to anyone else in or over the vehicle.

You acknowledge that any advance we make to you or on your behalf is solely for the purpose of purchasing the Vehicle and is to be refunded to us if you do not purchase the vehicle.

4. Your Obligations – Registration, Insurance and Operation of the Vehicle

- 4.1. *You* must:
 - (a) comply with all laws relating to the registration, compulsory third-party insurance, use, operation, maintenance and possession of the Secured Property, including obtaining any necessary licenses or permits;
 - (b) ensure that operation and maintenance of the Secured Property complies with all relevant laws and the manufacturer's instructions as to use;
 - (c) repair and maintain the Vehicle and keep it in a condition which is generally as good as its condition on the date *You* accept the offer to enter into this Agreement;
 - (d) keep the vehicle comprehensively insured for the full replacement and reinstatement value against fire, theft, collision, accident, damage, public liability and any other risks which Intrinsic requires. The terms of each insurance policy, and the insurer, must be acceptable to Intrinsic and Intrinsic's interest as secured party must be noted on each insurance policy;
 - (e) give us the copies of all insurance policies and evidence that they are all current whenever requested to do so by Intrinsic
 - (f) pay all amounts due to any repairer in respect of any repairs to the vehicle;
 - (g) notify Intrinsic in writing of any change in *Your* name at least 14 days before *You* propose to change *Your* name;
 - (h) promptly tell us if the Vehicle is damaged, faulty or if it is stolen or involved in an accident;

- (i) Immediately repair any accident damage to the vehicle
- (j) allow us to inspect and test the Vehicle at any time we ask;
- (k) continue to pay the Regular Payments even if *You* cannot use the Vehicle for any reason;
- (l) make sure the Vehicle is operated safely and in accordance with the operating instructions (if any);
- (m) not sell, transfer, sub-hire or dispose of the Vehicle or create a Security Interest in it (or attempt to do so or permit anyone else to do any of these things);
- (n) not make any alterations to the Vehicle or add to it (but if *You* do alter or add to the Vehicle *You* agree that such alterations and additions will be considered part of the Vehicle for the purposes of this Agreement);
- (o) not do anything which would have the effect of voiding any insurance over the Vehicle;
- (p) make sure that *You* do not use the vehicle (or allow it to be used) for any purpose that is illegal; and
- (q) not make any false or misleading representation in connection with this Agreement or act fraudulently in connection with this Agreement.

4.2. You appoint Alpha and each of our authorised representatives your attorney for the purposes of recovering any insurance monies and settling any claims arising from the Vehicle insurance if you fail to do so and you understand that Alpha may elect to retain any insurance monies and at its discretion, either;

- (a) repair the Vehicle; or
- (b) pay the monies to the credit of any monies you owe us

4.3. If the cost of repairs exceeds the insurance monies, you will make up any difference from your own funds.

4.4. Unless Intrinsic has given its consent in writing, *You* must not:

- (a) sell all or part of the Vehicle;
- (b) part with possession of the vehicle;
- (c) conceal or alter the vehicle or any identifying number plate or mark on it;
- (d) create another security interest over the Vehicle or allow one to arise (including a lien for repairs or storage) or dispose of any other interest in all or part of the Vehicle;
- (e) do or allow anything to happen that might reduce the value of the Vehicle (fair wear and tear excepted);
- (f) do anything which reduces the value or effectiveness of the goods security as a security to Intrinsic or
- (g) pledge Intrinsic' s credit or allow any lien over the vehicle for repair or otherwise.

5. Calculation of Interest Charges

5.1. We will calculate interest on *Your* loan daily, by multiplying the unpaid daily balance of the account (which includes but is not limited to the loan amount, fees and charges and insurance premiums if applicable) starting on the Loan Date and based on the Money Owing on *Your* loan.

The interest rate applied each day is equal to the annual percentage rate applicable to the loan at the time (as stipulated in the attached Schedule) divided by 365 or the number of number of days in that calendar year.

5.2. Interest will be debited monthly in arrears on the same day each month as the Loan Date. If any day on which interest is due to be debited is not a business day, that interest will be debited on the next business day. If any interest is to be debited on a day which is the 29th, 30th or 31st of a month with no such date, the debit will be made on the last day of the month.

5.3. Interest debited to *Your* loan will be added to the Money Owing on *Your* loan and accrue interest at the same rate and in the same manner as the principal of *Your* loan.

6. Repayments

6.1. *You* must pay:

- (a) *You* must repay us the outstanding balance of the loan by making repayments on the date each repayment is due until the Loan is fully repaid. The first regular payment due date is specified in the Schedule.
- (b) The subsequent Regular Payments on the same day each week, fortnight, or month (depending on *Your* payment period). *Your* payment period and the day *Our* Regular Payment is due are set out in the Schedule.
- (c) If a Regular Payment falls due on a day that is not a Business Day, the payment will be due on the next Business Day.
- (d) *You* must provide us with a direct debit authority in the form we require that authorises us to debit *Your* nominated account with *Your* Regular Payment and any other amount due and payable in each payment period for the Term. If a direct debit or other payment instrument is dishonoured, we will treat the dishonoured payment as though it has not been made.
- (e) Regular Payments and any other amounts *You* pay to us will be credited to *Your* Loan account when we receive payment.
- (f) If *You* pay more than the Regular Payment and any other amounts due and payable in any payment period, *You* will still have to make *Your* Regular Payment in subsequent payment periods. Any prepayment or overpayment will have the effect of reducing the total number of Regular Payments *You* need to make to pay the Money Owing in full.
- (g) If Credit Fees and Charges, Enforcement Expenses or other costs (if any) are debited to *Your* Loan account and form part of the Money Owing, *You* must pay them immediately.
- (h) All payments are to be made on the due date. In addition to making any repayments specified in the Schedule, on expiry of the Loan Term, *You* must pay to us the total amount *You* owe us. The expiry of the Loan Term is the date set out in the Schedule, or such other date which we agree with *You*. The 'total amount *You* owe us' means, in respect of each account, the total Money Owing from time to time and includes all interest, fees and charges as stipulated in the Schedule, or any other amounts which become due on final repayment.
- (i) The amount of the Total Repayments payable under this Agreement, as set out in the Schedule, assumes that *You* will make the Regular Payments at the intervals set out in the Schedule. Fees and Charges, Enforcement Expenses and any interest charged on additional charges that do not form part of the Loan but which may be debited to *Your* Loan account are not included in those calculations.
- (j) The Money Owing on *Your* Loan account no later than the day *Your* last Regular Payment is due or, if *You* are in default under this Agreement, in the scenarios described under clauses 12(a), (b) and (c).

7. How Payments Are Applied

7.1. *You* can tell us to apply *Your* payments in any order to any amount *You* owe under this Agreement. However, if *You* do not provide written instructions before, or when, making a payment, we will apply the payment to any amount *You* owe under this Agreement in the order we decide. For example, if *You* owe Enforcement Expenses, or credit fees and charges, we can apply *Your* payment to them before applying any of the remaining part of *Your* payment to *Your* Regular Payment.

7.2. We will adjust debits, credits, and the Money Owing if there is a processing error or where a payment made to us has been dishonoured.

We will also adjust debits, credits, and Money Owing if there are refunds or corrections to accurately reflect the legal obligations between us. This will occur regardless of the adjustment favouring either of *Us*.

8. Credit Fees and Charges

- 8.1. *You* must pay the Fees and Charges that are or may become payable under this Agreement.
- 8.2. Any Fees and Charges *You* must pay will be debited to *Your* Loan account when they are payable and will form part of the Money Owing on *Your* Loan account.
- 8.3. Any government tax, duty, levy, or fee we incur in connection with this Agreement will also be debited to *Your* Loan account and form part of the Money Owing.
- 8.4. We may:
 - (a) Vary the amount of any Credit Fee or Charge;
 - (b) Add a new credit fee or charge (which is a Credit Fee or Charge);
 - (c) Vary the method of calculating any Credit Fee or Charge; or
 - (d) Vary the time or frequency of payment for any Credit Fee or Charge, except that during any Fixed Rate period we may not:
 - (i) Increase the amount of a Credit Fee or Charge payable on early repayment of this loan; or
 - (ii) Vary the method of calculating any Fee or Charge to increase the amount of the Credit Fee or Charge payable on early repayment of this loan.
- 8.5. If the variation increases your obligations, we must notify you 20 days before the change takes effect by giving you written notice in accordance with these terms or in your next statement of account.
- 8.6. If the variation does not increase your obligations, we will send you notification in your next statement of account.

9. Early Pay Out

- 9.1. *You* may, at any time, repay the Money Owing on *Your* Loan account before the end of the Term.
- 9.2. If *You* repay the Money Owing on *Your* Loan account before the end of the Term we will charge *You* an Early Payout Fee, which will be debited to *Your* Loan account and will form part of the Money Owing at the time we calculate the amount required to pay the Money Owing on *Your* Loan account in full.
- 9.3. If *You* request, it in writing we will provide *You* with a detailed written statement of the amount required to pay the Money Owing on *Your* Loan account in full.

10. Surrender of Vehicle

- 10.1. The Code gives *You* the right to return the Vehicle to us before *You* have paid the Total Repayments. The Code also gives *You* the right to require us to sell the Vehicle if we have taken possession of it because *You* are in default under this Agreement. This is known as surrendering the Vehicle.
- 10.2. *You* must give us a written notice of *Your* intention to surrender the Vehicle or that *You* require us to sell the Vehicle if it is in our possession.
- 10.3. *You* can return the Vehicle to our address, during ordinary business hours within 7 days of the date *You* give us written notice of *Your* intention to do so, or otherwise as agreed by *Us*.
- 10.4. Within 14 days of *You* returning the Vehicle to *Us*, or of *You* requiring us to sell the Vehicle if it is in our possession, we will give *You* a written notice giving *You* an estimated value of the Vehicle, as well as any other information we are required by law to give *You*.
- 10.5. Within 21 days after we give *You* written notice of the estimated value *You* can give *Us* a written notice that:

- (a) Requires us to return the Vehicle to *You* or a written notice to withdraw *Your* request for *Us* to sell the Vehicle if it is in our possession. If *You* are not in default under this Agreement, we will return the Vehicle to *You* (or we will not sell the Vehicle if it is in our possession) and *You* must continue to make the Regular Payments under this Agreement; or
- (b) Nominates a person who is prepared to buy the Vehicle from *Us* for at least the estimated value. If *You* do so, we will offer to sell the Vehicle to that person for the estimated value, or for a greater amount if we have obtained a written offer to buy the Vehicle for that greater amount.

10.6. If *You* do not require us to return the Vehicle to *You* or offer to sell it to a nominated person, we will sell the Vehicle as soon as We reasonably can for the best price reasonably obtainable.

10.7. If We are able to sell the Vehicle, we will credit *Your* Loan account with a payment equivalent to the proceeds of the sale less any amounts which We are entitled to deduct from those proceeds.

10.8. We will provide *You* with written notice stating the gross amount realized on the sale of the Vehicle, the net proceeds of the sale, the amount credited to *Your* Loan account and the amount required to pay the Money Owing on *Your* Loan account in full.

When the Vehicle is sold, the Money Owing on *Your* Loan account becomes due and payable immediately.

11. Events of Default

11.1. *You* will be in default if:

- (a) *You* fail to pay *Us* on time any amount that is due under this Agreement;
- (b) *You* do not do what *You* have agreed to do under this Agreement;
- (c) *You* do what *You* have agreed not to do under this Agreement;
- (d) *You* or a person acting on *Your* behalf, provides us with incorrect or misleading information (including by omission) in connection with this Agreement;
- (e) *You die*; no longer have legal capacity or become unable to manage your own affairs;
- (f) *You* sell, transfer or otherwise dispose of the Secured Property without our consent;
- (g) The Secured Property is written off, destroyed, stolen, or confiscated by a Government Agency; or
- (h) A change in *Your* personal circumstances occurs which, in our reasonable opinion, may have a material adverse effect on *Your* capacity to meet *Your* obligations under this document.

12. Our Right to End This Agreement

12.1. If *You* are in default under this Agreement, we will consider *You* to have repudiated this Agreement. We may accept *Your* repudiation by providing *You* with written notice. We will give *You* a written notice and at least 30 days for *You* to remedy *Your* default (unless we reasonably believe *Your* default cannot be remedied) before we accept *Your* repudiation or take any enforcement action against *You*.

12.2. If We accept *Your* repudiation, this Agreement will be at an end and *You* must pay *Us* all amounts *You* owe *Us* and comply with *Your* other obligations that apply when this Agreement ends.

13. Conditions of Termination of Agreement

13.1. If We end this Agreement:

- (a) we can exercise our rights under this Agreement; and
- (b) we can also exercise any rights available to us under law.

13.2. The Money Owing on *Your* Loan account becomes due and payable immediately.

14. Enforcement Expenses

- 14.1. We may charge you enforcement expenses we reasonably incur if an Event of Default or *You* breach this Agreement. *You* must pay any Enforcement Expenses to *Us* when they are payable. Any Enforcement Expenses will be debited to *Your* Loan account when they are payable and will form part of the Money Owing. They will be immediately due for payment once debited.
- 14.2. An enforcement expense includes those expenses reasonably incurred using *Our* staff and facilities or a third-party agent or legal representative for doing any of the following under this Offer and Loan Contract or any mortgage:
- (a) enforcing any right we have under this Offer and Loan Contract, or any mortgage;
 - (b) attempting to enforce any right;
 - (c) performing any of your obligations;
 - (d) protecting any right;
 - (e) waiving any right;
 - (f) contemplating the enforcement of any right;
 - (g) sending an arrears letter or default notice before commencing enforcement proceedings; and
 - (h) any payment we make because of the dishonour of a cheque given to us for a payment in relation to this Offer and Loan Contract.

15. PPSA

- 15.1. *You*:
- (a) acknowledge that this Agreement constitutes a Security Agreement for the purposes of the PPSA;
 - (b) grant a PPSA Security Interest to *Us* for the Term for the Vehicle which is the subject of this Agreement:
- 15.2. You acknowledge that:
- (a) we may register our PPSA Security Interest in the Vehicle (and the Proceeds) as a first ranking Purchase Money Security Interest (PMSI) on the Personal Property Securities Register administered by the Australian Financial Security Authority; and
 - (b) *You* must execute documents and do whatever things and provide information if required by *Us* to enable registration of the Security Interest granted by *You* on the Register or correct any registration.
- 15.3. *You* agree that we retain a security interest in the Vehicle, including all rights and claims under any insurance policy or Vehicle warranty relating thereto, until it is fully paid for as per the terms of this Agreement. If *You* alter or add to the vehicle *You* agree that such alterations and additions will be considered part of the vehicle for the purposes of this Agreement and *You* waive any rights *You* may have to anything installed in or affixed to the vehicle, including any rights *You* might otherwise have under Part 3.3 of the PPSA.
- 15.4. *You* certify that the vehicle will be held by *You* if working in any business to which an Australian business number has been allocated.
- 15.5. *You* acknowledge and agree that where the PPSA applies to action taken by *Us* in relation to the Vehicle, *You*:
- (a) agree that sections 96, 116(2), 120, 125, 142 and 143 of the PPSA will not apply; and
 - (b) waive *Your* right to receive any notices we are required to give *You* under the PPSA (to the extent that the notice can be excluded) and includes any right to receive a notice under sections 95, 118(1)(b), 121(4), 123(2), 130, 132(3)(d), 132(4) and 135 of the PPSA and any Verification Statements.

15.6. Each of the parties agrees not to disclose information of the type referred to in section 275(1) of the PPSA, except in circumstances required by section 275(7)(b) to (e) of the PPSA.

15.7. *You* agree only to authorise the disclosure of information under section 275(7)(c) or request information under section 275(7)(d) if *We* provide *Our* prior written approval.

16. Change in Circumstances and Financial Difficulties

16.1. *You* must tell us promptly if *You* think there is any information that we should be aware of about *Your* ability to comply with this Agreement, including any change in income and/or creditors.

16.2. *You* should tell us immediately if *You* cannot make any repayments. If *You* do, we will discuss alternative payment arrangements with *You*. However, we do not have to agree to any alternative arrangements.

17. Notices

17.1. Any notice or demand given by *Us* under this Agreement or required by law may be given in writing, can be signed by any of *Our* officers, and can be delivered personally, by pre-paid mail or electronic mail (including SMS) to *Your* address, email address or mobile as last notified to *Us*. Any such notice or demand will be taken to have been received by *You* when it would have been delivered in the ordinary course of post.

17.2. Intrinsic will have no obligation to provide *You* with any notice where it has made a reasonable (but unsuccessful) attempt to give *You* a notice or other document, or where Intrinsic has reasonable grounds to believe that *You* can no longer be contacted at the address *You* have communicated to Intrinsic.

18. National Credit Code and Other Laws (Severability)

If any part of this Agreement is inconsistent with, illegal, void, or unenforceable under the Code or other laws, it is to be read as if that part has been varied or (if necessary) omitted to the extent required to ensure that this Agreement complies with the Code or other laws. All disclosures under this Agreement are made based on assumptions permitted by the Code.

If any term of this contract is regulated by legislation relating to unfair contract terms and we are advantaged by that term, we may only exercise our rights under that term to the extent (if any) reasonably necessary to protect our legitimate interests. Words used in this clause have the same meaning as under the applicable legislation.

19. Changes to This Agreement

Intrinsic may from time to time, to the extent that the Code or other laws allow it, vary the terms of the Agreement, including any figures (fees, charges etc.) listed in the Agreement, provided *You* are given not less than 30 days' prior written notice of any such changes, or any longer period required by the Code.

20. No Waiver of Our Rights

We will not waive any of *Our* rights under this Agreement unless we do so in writing.

21. Set Off

21.1. *You* must pay all amounts due under this Agreement in full without setting off amounts *You* believe we owe *You* and without counterclaiming from us, except to the extent that any right of set off *You* may have is not excluded under any law.

21.2. Intrinsic may, in its absolute discretion, deduct or set-off Money Owing from money payable to *You*.

22. Communication Between Us

- 22.1. By signing this Agreement, *You* acknowledge that before an offer to enter into this Agreement was made, that Intrinsic provided *You* with a “Information Statement”.
- 22.2. By signing this Agreement, *You* acknowledge that *You* were given the opportunity to obtain independent legal and financial advice about the financial obligations created by the this Agreement.
- 22.3. By inserting *Your* email address in the Schedule, *You* authorise *Us* to use email for communication purposes, including the giving and receiving of documents or information.
- 22.4. *You* must tell *Us* if *You* change *Your* name, *Your* residential, postal or email address, *Your* telephone or mobile number or *Your* employment.
- 22.5. If *You* have to give *Us* a document then *You* can:
- (a) leave it at *Our* office address as shown on the Schedule, or any other address we tell *You*; or
 - (b) email it to an email address we tell *You*.
- 22.6. Unless stated otherwise, if we need to give *You* a document we can do so by:
- (a) delivering it to *You* personally;
 - (b) leaving it at, or sending it by post or facsimile to, *Your* residential or postal address last known to *Us*; or
 - (c) emailing it, where the Code allows, to the email address *You* have provided to *Us*.
- 22.7. If *You* have provided *Us* with *Your* email address *You* must:
- (a) regularly check *Your* email address to see if *You* have received any emails from *Us*;
 - (b) maintain and check *Your* electronic equipment (including any computer, telephone or other electronic device which can receive emails) and *Your* email address regularly to ensure it is always capable of receiving emails from *Us*; and
 - (c) *You* are responsible for printing or saving important documents, and we strongly recommend that *You* do so.

You may cancel *Your* authorization to receive documents by email at any time, by notifying *Us* in accordance with clause .

23. Joint Borrowers – Obligations Are Separate & Together

If there is more than one Borrower, the obligations under this Offer and Loan Contract bind each Borrower jointly and severally and each Borrower is liable to us separately for the balance of the Loan account as well as together.

24. Assignment

We may transfer, or assign, *Our* rights under this Agreement without *Your* consent, provided we reasonably believe *You* will not suffer any material detriment from the transfer or assignment. In doing so, *You* consent to *Us* giving any information (including documents) about *You* to the assignee or to anyone who is considering becoming the assignee.

25. No Agency

Any third party who has submitted an application on *Your* behalf for this Agreement with *Us* is not an agent of Intrinsic, but an independent and licenced actor in their own right.

26. Counterparts

This Agreement may be signed or executed in several counterparts, with the same effect as if the signatures to or execution of each counterpart were on the same instrument.

27. Governing Law



This Agreement is governed by the law in force in the State of Queensland.