

General Terms and Conditions

Shimtec Pty Ltd T/as Sure Cash Finance

Australian Credit Licence # 390591

The right of refusal

1. Sure Cash Finance reserves the unconditional right, without challenge or review, to be able to refuse to provide one or more financial products to an individual or a class of individuals, as Sure Cash Finance may exclusively and from time to time determine and without explanation.
2. The acceptance of a consumer's application on one occasion does not guarantee that Sure Cash Finance will make the same, or similar, decision to accept the same consumer's application, or group of consumers' applications, on another and later occasion, notwithstanding any similarity of circumstances.
3. To be successful, applicants for all financial products must meet all regulatory requirements expected of and applicable to their application for the purchase of any product.

Decision criteria

4. Sure Cash Finance reserves the exclusive right to establish criteria for the acceptance or rejection of applications to purchase its products.
5. Sure Cash Finance reserves the right to vary the criteria for refusal and for the employment of such criteria in making determinations, from time to time, from store to store, and as between internet and store delivered product.
6. Other general or product specific conditions may apply from time to time, and from store to store, which may be different, or in addition to, conditions previously employed by Sure Cash Finance. The consumer is invited to telephone, email and/or visit a Sure Cash Finance store, or participate in an on-line chat, to receive complete clarification of contemporary conditions.

Documentation

7. Sure Cash Finance reserves the right to request documentation evidencing a consumer's claim or circumstances. Denial of this request may result in refusal of an application to purchase a product.
8. Documentation provided in response to any Sure Cash Finance request may be examined and copied by Sure Cash Finance, whether provided by the consumer or their agent by way of original or faxed copy and such copies shall be kept on the consumer's file for a minimum period, as determined by law or by Sure Cash Finance, whichever is the longer.
9. Sure Cash Finance reserves the right to examine filed documentation and make an assessment including but not limited to, issues of identity, residential status and financial circumstances based, in part or whole, on that examination at the time of its provision and at some future date from that of receipt of the documentation, when the consumer makes a further application, or further applications, to purchase any Sure Cash Finance product.

Sure Cash Finance and law enforcement authorities

10. Sure Cash Finance, in the fulfilment of its legal obligations under laws relating to money laundering, the financing of terrorism, taxation, crime in general and any other applicable laws that may be passed by the Parliament from time to time may, at its absolute discretion, determine that a relevant authority be informed of information or goods in the possession of Sure Cash Finance.
11. Sure Cash Finance will not entertain any representation by a person or organisation claiming to represent a consumer, without that consumer's genuine and written permission.

Consumer complaints

12. Without exception, Sure Cash Finance works with all its customers and expects all consumers who may have a concern, a feeling of dissatisfaction and/or a complaint after entering into an arrangement to purchase a product from Sure Cash Finance, to honour their contractual obligations, the message included on any credit guide previously provided to the consumer by the company, and the general intentions of the Australian Securities and Investments Commission and the National Consumer Credit Protection Act 2009 – by first making an application to Sure Cash Finance's Internal Disputes Resolution scheme Manager and awaiting the outcome of that application, in accordance with the law, before seeking the assistance of any external dispute resolution scheme.

Advertising

13. All Sure Cash Finance advertising is presented as an invitation to the general public to make further enquiries in regard to the product/s advertised, by way of access to the listed phone number, website and/or store visit.
14. Any decision by a consumer to purchase a product from Sure Cash Finance will be on the assumption, by Sure Cash Finance that, if responding to a Sure Cash Finance advertisement, the consumer has accepted that the advertisement is an offer to make further enquiries and the consumer has made all relevant enquiries beyond accepting the general statements included in the Sure Cash Finance advertisement.
15. Sure Cash Finance will make every endeavour to include relevant and truthful information in its advertising, but no advertisement shall be accepted by a consumer as including all the conditions associated with the purchase of the advertised product, or that the representation of a condition in any Sure Cash Finance advertisement is the entire detail of that condition, or that the representation of a condition in an advertisement implies any position of priority in the total conditions applying to the product advertised.
16. In the event that a consumer interprets the content of an advertisement to be different to the content of the Sure Cash Finance contract entered into, the contract content will prevail.
17. Sure Cash Finance seeks to offer competitive rates – fees, charges and interest – but does not guarantee or imply that, at all times, any rate is necessarily the cheapest in the consumer's market place, nor attempt to match every competitor's fees, charges and interest rates, if any.

Consumer's duty to make reasonable enquiries

18. Sure Cash Finance expects the consumer to have attempted due diligence, by way of enquiry as to the conditions offered by other suppliers of the same product sought by the consumer and, as a

consequence and to that extent, any decision by a consumer to purchase a product from Sure Cash Finance shall be an informed one.

19. Sure Cash Finance expects the consumer to have made a thoughtful and researched decision as to the consumer's needs and wants, in the context of an objective appraisal of the consumer's lifestyle, before applying for a Sure Cash Finance product.

Loan Payment Refund Policy

20. Under general circumstances, refunds will not be issued for payments made against a loan product.

PRODUCTS

These specific terms and conditions are to be read in addition to the above General Terms and Conditions and relate to specific Sure Cash Finance product and/or service(s)

Consumer loans

1. At its absolute discretion, Sure Cash Finance may provide Small Amount Credit Contract (SACC) loans, generally from \$300 up to \$2,000 and for terms of 16 Days to 1 year inclusive.
2. At its absolute discretion, Sure Cash Finance may provide Medium Amount Credit Contract (MACC) loans, generally from \$2,001 up to \$5,000 and for terms of 16 Days to 2 years inclusive.
3. Where Sure Cash Finance has stores, Sure Cash Finance will provide the net loan funds or principal by way of cheque, direct credit, money order and/or cash (singly or in combination), as may be agreed between the company and the consumer during the application process and in accordance with Sure Cash Finance conditions applying at the time.
4. For all internet consumers, Sure Cash Finance shall provide the net loan funds or principal by way of electronic transfer, or cash deposit to the consumer's nominated bank account.
5. At its absolute discretion and with a commitment to efficiency and timely service, Sure Cash Finance reserves the right to take appropriate time, as it alone may determine as an Australian Credit Licensee under the National Consumer Credit Protection Act 2009, to fulfil the processes of application, mandatory responsible lending, suitability/unsuitability assessment and payment of loan funds by one or more of the means listed above.

Advances on future settlements

1. Sure Cash Finance advances on future settlements require that funds be secured on legal authority.
2. Due to the vast variety of consumer circumstances associated with advances on future settlements, each application will be considered on its own merits and in accordance with mandatory requirements and company policy, which may vary the applicable conditions from time to time, at the absolute discretion of Sure Cash Finance and as may be applicable between individual consumers, and between classes of consumers, and between stores.

Note: The above "General Terms & Conditions and Product Terms and Conditions" are provided by Sure Cash Finance to allow further understanding and/or clarification with regard to the products and/or services offered by Sure Cash Finance. Sure Cash Finance may modify any of the terms and conditions

contained in this document, at any time at its sole discretion. Any modifications are effective upon posting of the revisions on the Sure Cash Finance website accessible at <https://www.surecash.com.au/>