



SURE CASH FINANCE

Shimtec Pty Ltd ABN 35 001 928 516 | t/as Sure Cash Finance
PO Box 310, Tweed Heads NSW 2485 | Phone: 1300 787 322 | ACL 390591

GENERAL TERMS AND CONDITIONS

Version 2.1 | 2 September 2026

Version	Date	Author	Summary of Changes
Version 1	September 2021	Sure Cash Finance	Original version.
Version 2	May 2026	Sure Cash Finance	Updated to reflect online-only operations; updated right of refusal, complaints, law enforcement, refund, advertising, and consumer information clauses; added contact details, version history, and legislative references.
Version 2.1	2 September 2026	Sure Cash Finance	Corrected the contact email in the Decision Criteria clause; refined the discretion wording in the Product Terms; clarified online and ACR Agent distribution and confirmed no physical branches (Product Terms); added Governing Law and Jurisdiction, Severability, Non-Exclusion of Statutory Rights, and Order of Precedence clauses; corrected footer pagination.

About this document:

This document sets out the General Terms and Conditions that apply to all Sure Cash Finance products and services. These terms are to be read together with any specific product terms and conditions, your credit contract, and your credit guide. In the event of any inconsistency between these General Terms and Conditions and your credit contract, the credit contract will prevail.

1. Right of Refusal

1. Sure Cash Finance reserves the right to decline to provide a financial product to an applicant. Any such decision will be made in accordance with Sure Cash Finance's responsible lending obligations under the National Consumer Credit Protection Act 2009, applicable anti-discrimination laws, and Sure Cash Finance's internal assessment criteria.
2. The acceptance of an application on one occasion does not create an obligation or expectation that Sure Cash Finance will make the same or similar decision on any future application, even where circumstances appear similar.
3. All applicants must meet the regulatory and assessment requirements applicable to their application. Sure Cash Finance will conduct a responsible lending assessment for each application in accordance with the law.
4. Where an application is declined, the applicant retains the right to make a complaint through Sure Cash Finance's Internal Dispute Resolution process and, if not satisfied, to refer the matter to the Australian Financial Complaints Authority (AFCA). These rights cannot be excluded or limited by these terms.

2. Decision Criteria

5. Sure Cash Finance reserves the right to establish and apply criteria for the assessment of applications. These criteria are applied consistently and in accordance with Sure Cash Finance's responsible lending obligations and applicable law.
6. Assessment criteria may be updated from time to time to reflect changes in law, regulatory guidance, or Sure Cash Finance's risk assessment practices. Any material changes will be made in accordance with applicable law and will not disadvantage existing borrowers under existing credit contracts.

7. For full details of current product conditions and assessment criteria, applicants are encouraged to contact Sure Cash Finance by phone on 1300 787 322, by email at enquiries@surecash.com.au, or through our website at www.surecash.com.au.

3. Documentation

8. Sure Cash Finance reserves the right to request documentation to verify an applicant's identity, residential status, income, and financial circumstances in accordance with Sure Cash Finance's obligations under the National Consumer Credit Protection Act 2009, the Anti-Money Laundering and Counter-Terrorism Financing Act 2006, and the Privacy Act 1988 (Cth). Failure to provide requested documentation may result in an application being declined.
9. Documentation provided to Sure Cash Finance may be examined, verified, and retained on the applicant's file for a minimum of 7 years, or such longer period as required by law. Documentation will be handled in accordance with Sure Cash Finance's Privacy Policy.
10. Sure Cash Finance reserves the right to review previously provided documentation when a consumer makes a further application for any Sure Cash Finance product.

4. Law Enforcement and Regulatory Obligations

11. Sure Cash Finance is subject to mandatory obligations under the Anti-Money Laundering and Counter-Terrorism Financing Act 2006 (Cth) ("AML/CTF Act"), the National Consumer Credit Protection Act 2009, and other applicable laws. In fulfilment of these obligations, Sure Cash Finance may be required to report certain information or transactions to relevant government authorities including AUSTRAC, without prior notice to or consent from the customer. These disclosures are mandatory and are not subject to Sure Cash Finance's discretion.
12. Sure Cash Finance will not act on instructions from any person claiming to represent a customer without that customer's genuine written authority.

5. Complaints and Dispute Resolution

13. Sure Cash Finance is committed to resolving customer concerns fairly and promptly. If you have a complaint or are dissatisfied with any aspect of our products or services, we encourage you to contact us in the first instance so that we can attempt to resolve the matter quickly.

Phone 1300 787 322
Email complaints@surecash.com.au
Post PO Box 310, Tweed Heads NSW 2485
Website www.surecash.com.au

14. Sure Cash Finance operates an Internal Dispute Resolution (IDR) process in accordance with ASIC Regulatory Guide 271. We will acknowledge your complaint within 1 business day and aim to resolve it within 30 calendar days. Full details of our complaints process are set out in our Dispute Resolution Policy, available on request.
15. If you are not satisfied with the outcome of our internal process, you have the right to refer your complaint to the Australian Financial Complaints Authority (AFCA) — a free and independent dispute resolution service approved by ASIC. You may contact AFCA at any time and your right to do so cannot be excluded or limited by these terms.

AFCA Contact Details:

Phone 1800 931 678 (free call)
Website www.afca.org.au
Post GPO Box 3, Melbourne VIC 3001

6. Advertising

16. All Sure Cash Finance advertising is general in nature and constitutes an invitation to enquire further about our products and services. Advertising does not constitute an offer or guarantee of credit.
17. Sure Cash Finance makes every effort to ensure that all advertising is accurate, truthful, and compliant with the Australian Consumer Law and applicable credit legislation. However, advertising necessarily provides summary information only. Full product terms and conditions, including all fees and charges, are set out in the relevant credit contract and product disclosure documents provided to each applicant.
18. In the event of any inconsistency between the content of an advertisement and the terms of a credit contract entered into with a customer, the credit contract will prevail.
19. Sure Cash Finance seeks to offer competitive rates, fees, and charges but does not guarantee that its rates are the lowest available in the market at any given time.

7. Informed Decision Making

20. Sure Cash Finance encourages all applicants to make informed financial decisions. Before applying, we encourage applicants to review the product information, credit guide, and terms and conditions provided by Sure Cash Finance and to consider whether the product is suitable for their needs and circumstances.
21. Sure Cash Finance will conduct a responsible lending assessment for every application to assess whether the proposed credit contract is not unsuitable for the applicant. This assessment is in addition to, and does not replace, an applicant's own consideration of their financial needs.
22. If you have any questions about our products before applying, please contact us on 1300 787 322 or visit www.surecash.com.au. Free and independent financial guidance is also available from ASIC's MoneySmart service at www.moneysmart.gov.au.

8. Loan Payment Refund Policy

23. Payments made against a loan account are generally not refundable, as they reduce the outstanding balance of an existing credit contract.
24. Refunds will be provided where required by law, including in circumstances where: (a) an overpayment has been made resulting in a credit balance on the account; (b) a refund is required pursuant to a hardship arrangement; (c) a refund is ordered by AFCA or a court; or (d) a refund is otherwise required under the National Consumer Credit Protection Act 2009 or applicable law.
25. Any refund will be processed within a reasonable time and paid to the customer's nominated bank account.

9. Privacy

26. Sure Cash Finance collects, uses, and discloses personal information in accordance with the Privacy Act 1988 (Cth) and the Australian Privacy Principles. A copy of Sure Cash Finance's Privacy Policy is available at www.surecash.com.au or on request.
27. By submitting an application, applicants consent to Sure Cash Finance collecting and using their personal information for the purposes of assessing their application, providing credit, and managing their account, as further described in the Privacy Policy and Privacy Acknowledgement and Consent form provided at the time of application.
28. Applicants have the right to access and request correction of their personal information held by Sure Cash Finance. Requests should be directed to Sure Cash Finance at enquiries@surecash.com.au or PO Box 310, Tweed Heads NSW 2485.

10. Changes to These Terms

29. Sure Cash Finance may update these General Terms and Conditions from time to time to reflect changes in law, regulatory requirements, or Sure Cash Finance's operations. Updated versions will be published on our website at www.surecash.com.au.

30. These General Terms and Conditions apply to applications made on or after the effective date shown on the document. They do not vary the terms of any existing credit contract already entered into with a customer. Any material changes that affect existing customers will be communicated in accordance with applicable law.
31. Customers who have entered into a credit contract prior to the update of these General Terms and Conditions should refer to the terms of their specific credit contract for the conditions applicable to them.

11. General Provisions

32. **Governing Law and Jurisdiction.** These General Terms and Conditions, and any matter arising in connection with them, are governed by the laws of New South Wales and, where applicable, the laws of the Commonwealth of Australia. The parties submit to the non-exclusive jurisdiction of the courts of New South Wales and of the courts competent to hear appeals from those courts.
33. **Severability.** If any provision of these General Terms and Conditions is or becomes invalid, illegal or unenforceable, that provision is to be read down to the minimum extent necessary to make it valid and enforceable. If it cannot be read down, it is severed, and the remaining provisions continue in full force and effect.
34. **Non-Exclusion of Statutory Rights.** Nothing in these General Terms and Conditions excludes, restricts or modifies any right, guarantee, warranty or remedy that cannot lawfully be excluded, restricted or modified under the National Consumer Credit Protection Act 2009 (Cth), the Australian Consumer Law, the Australian Securities and Investments Commission Act 2001 (Cth) or any other applicable law. To the extent of any inconsistency, those non-excludable rights prevail over these terms.
35. **Order of precedence.** If there is any inconsistency between the documents forming the arrangement between you and Sure Cash Finance, the following order of precedence applies (highest to lowest): (a) your credit contract; (b) the Product Terms and Conditions in this document; and (c) the General Terms and Conditions in this document.

PRODUCT TERMS AND CONDITIONS

The following specific terms and conditions are to be read in addition to the General Terms and Conditions above and relate to specific Sure Cash Finance products and services.

Consumer Loans — SACC and MACC

1. Subject to its responsible lending obligations and assessment criteria, Sure Cash Finance may provide Small Amount Credit Contract (SACC) loans, generally from \$300 up to \$2,000, for terms of 16 days to 1 year inclusive, subject to responsible lending assessment and applicable law.
2. Subject to its responsible lending obligations and assessment criteria, Sure Cash Finance may provide Medium Amount Credit Contract (MACC) loans, generally from \$2,001 up to \$5,000, for terms of 16 days to 2 years inclusive, subject to responsible lending assessment and applicable law.
3. Sure Cash Finance operates primarily as an online lender and does not operate physical branches. Applications may be made online, by telephone, or through an authorised credit representative (ACR Agent) appointed by Sure Cash Finance, including at an ACR Agent's retail premises. Loan funds will be disbursed by electronic transfer to the applicant's nominated Australian bank account following approval and execution of the credit contract.
4. Sure Cash Finance reserves the right to take such time as is necessary, as required under the National Consumer Credit Protection Act 2009, to complete the processes of application assessment, responsible lending assessment, suitability determination, and disbursement of loan funds.
5. All SACC and MACC products are subject to the fee and charge structures prescribed under the National Consumer Credit Protection Act 2009 and any applicable regulations. Full details of fees and charges applicable to each product will be provided in the relevant credit contract and credit guide.



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