



Terms and conditions of contract (in plain english)

- 1.** Ezi Finance has agreed to advance you, the borrower, the unpaid balance or money you are borrowing
- 2.** You, the Principal debtor or borrower, have agreed to pay back the unpaid balance including interest and fees set out in this disclosure statement.
- 3.1-4** If the principal debtor or borrowers have used a Guarantor to secure the loan, the guarantor is fully liable for the loan payments should the principal debtor fail to make their scheduled payments. This will include any penalties and penalty interest.

In plain English this means that you are jointly responsible for the loan contract.
- 5.1** You, the borrower, shall make all scheduled payments by automatic payment authority and any variation to this needs to be approved by the lender Ezi Finance.
- 5.2** All payments shall be made by bank transaction by 10pm on any business day. Any payment made outside of those hours, will be treated as made on the following business day.
- 5.3** Your scheduled payments will need to be paid by the due date and times given for the purpose of calculation of interest or a default in payment.
- 5.4A** Failure to comply with certain terms of the contract at the specified time counts as a breach of contract.
- 6.1** Ezi Finance can legally refuse partial payments and demand payment in full. This would happen if your loan has fallen into default and we have gone through our formal process demanding full payment.
- 6.2** Ezi Finance will apply all scheduled payments to your specified schedule of payments and this is completed daily.
- 7.** Any change in interest rates, fees or default fees including frequency of payments Ezi Finance will give notice to the Debtor/borrowers and any guarantors. Please note interest rates will only be changed in case of hardship, interest rates are fixed to the term of your loan but fees may change due to operational increases.
- 8.** Ezi Finance has the right to ask for the unpaid balance immediately upon either of these circumstances
 - a)** If the Debtor or any Guarantor shall die become insolvent or commit an act of bankruptcy.
 - b)** If the Creditor ascertains that the Debtor or any Guarantor has made a false statement in making application for the loan or in any change of the terms of this contract.
 - c)** Any breach by the Debtor or any Guarantor of the terms of this contract. Ezi Finance has the right to ask for the unpaid balance immediately upon either of these circumstances
- 9-10.** Both debtor and any guarantors will certify by signing and acknowledge they have received a copy of this document, which sets out all of the terms and conditions of the contract between the parties other than those implied by law.