

PLEASE RETAIN THIS COPY FOR YOUR RECORDS

Under this Agreement:

GE Finance Australasia Pty Ltd (ABN 88 000 015 485) trading as GE Money, appoints THE PRACTICE DESCRIBED IN THE PRACTICE ENROLMENT FORM (referred to as "we", "us" and "our") as a practice in relation to the product(s) for the Card Issuer listed in the "Product Details" section.

1 Our Obligations Under The Programme

1.1 Submitting Applications and Honouring Cards

- (a) We agree to submit to the Card Issuer and process Applications only in accordance with the Operating Procedures.
- (b) We agree to accept any current valid Card for the purchase of goods and/or services at each of our retail premises approved by the Card Issuer.
- (c) When we are participating in a Promotional Offer, we cannot refuse a request by any Cardholder to treat any goods or services purchased by the Cardholder by use of the Card on the same Promotional Offer terms.

1.2 Limits on Honouring Cards

We agree:

- (a) not to charge a Cardholder prices greater than our normal prices (including any applicable discount) for cash payment;
- (b) to honour Cards only where the Card Issuer has authorised the Purchase;
- (c) to honour Cards only where any minimum purchase amount or deposit requirements have in relation to the Purchase been satisfied (which requirements may be notified to us by the Card Issuer from time to time, and may vary between classes of Purchases, for example depending on the type of goods and/or services and whether any and, if so, what Promotional Offer applies);
- (d) not to honour a Card if the Card Issuer advises us not to do so (including by means of a "negative list" or "hot card list"), or if this agreement terminates;
- (e) not to honour a Card for any charges for extended warranty or service contracts sold by us unless the Card Issuer has notified us in writing that the Card Issuer has approved that extended warranty or service contract; and
- (f) to honour Cards only in accordance with the Operating Procedures.

1.3 Ownership of Accounts and Account Information

We acknowledge and agree that the Card Issuer:

- (a) will determine in its sole discretion whether it will accept any Application or authorise any proposed Purchase submitted to the Card Issuer by us;
- (b) is the sole owner of all Accounts, Applications, Credit Contracts and all related information (including, without limitation, any information relating to Cardholders or applicants for an Account which is held or used by the Card Issuer or obtained or created in connection with the Programme, any credit information for both declined and approved Applications, Charge Transaction Data and payments information), all systems and software and documents or forms of any type and in any media relating to the Programme, and any copyright or other intellectual property rights arising in any of them;
- (c) may use all rights, powers and privileges with respect to, or accruing under, each of the items listed in clause 1.3(b) in its discretion, including, without limitation, determining the interest rates, fees and terms and conditions applying to Credit Contracts. We may not use any of them (including Cardholder names and addresses) except with the Card Issuer's written consent; and
- (d) must be identified as the creditor and owner of the Accounts for all purposes (including in all Programme documents), and we must not represent or imply otherwise.

1.4 Operating Procedures

We must follow all Operating Procedures whenever taking any action in connection with the Programme, including but not limited to:

- (a) advertising and promoting the Programme, whether by the use of advertising and promotional materials provided by the Card Issuer, or by our own advertising or promotional activity in relation to the Programme;
- (b) using and distributing Applications and any other Programme documents;
- (c) processing Applications and handling transactions with Cardholders relating to Accounts and Other Services;
- (d) training our staff in relation to the Programme;
- (e) providing Charge Transaction Data;
- (f) obtaining confirmation of a Cardholder's authorisation to make a Purchase, a Cardholder's available credit, a Cardholder's signature and the currency of a Card.

We must keep copies of all Operating Procedures in each of our retail locations and ensure that each employee permitted to process Applications and/or Card sales deals with customers only in accordance with the Operating Procedures.

1.5 Payments

We must not either accept payments on Accounts or direct Accountholders to make payments to us. Notwithstanding this prohibition, if any payment is made to us under any Account, we will receive that payment in trust and deal with it in accordance with the Operating Procedures.

1.6 Service Fees

We must pay the Card Issuer a service fee calculated as a percentage of the face value of the Purchases accepted by the Card Issuer under clause 4.1. The relevant percentage figure is the amount notified to us by the Card Issuer from time to time, and may vary between different classes of Purchases (for example, depending on the type of goods and/or



services, and whether any and, if so, what Promotional Offer, including a sponsored Promotional Offer applies). Once paid, the service fee will be refunded in the case of a return voucher being processed for the relevant Purchase, but for no other reason.

1.7 Other Fees

We must pay to the Card Issuer the fees and charges notified by the Card Issuer to us from time to time.

2 Warranties And Covenants

2.1 Presentment Warranties

We make the following warranties with respect to each transaction each time an Application is referred to the Card Issuer for approval, and each time the Card Issuer receives Charge Transaction Data:

- (a) in the case of an Application, we have reviewed, completed and processed the Application, and any associated documentation (including, without limitation, completing the Financial Table and the Credit Contract) accurately and completely in accordance with the Operating Procedures and with all applicable laws and regulations;
- (b) in the case of a Purchase, the sales voucher has been completed and processed accurately and completely in accordance with the Operating Procedures and with all applicable laws and regulations;
- (c) in the case of an Application, it has been correctly signed by the applicant, and in the case of a sales voucher, it has been correctly signed by the Cardholder, and in either case the signature is genuine, not forged or unauthorised and has not been materially altered, and that in both cases, the signature matches the signature on the identification provided by the applicant;
- (d) we do not know of or have reason to suspect any fraud or suspicious activity relating to the transaction or the Application, and neither us nor any of our employees or agents have concealed or otherwise failed to disclose to the Card Issuer any information of which we or they have become aware and which is contrary to any of the statements made in an Application or in any other information or documentation provided by us or the applicant or the Cardholder in connection with the Application or a Purchase;
- (e) any Purchase information included in the Charge Transaction Data represents a bona fide sale by us in the ordinary course of our business of the goods and/or services described in the sales voucher, the sales voucher lists all goods and/or services involved in the transaction, and only goods and/or services sold by us are the subject of the transaction;
- (f) we have not received, directly or indirectly, and will refuse to accept, any reimbursement, payment or trade-in for the charges listed on the sales voucher or included in Charge Transaction Data (other than from the Card Issuer);
- (g) we have not and will not, either directly or indirectly, take or grant any right or security interest in any sales voucher, credit sales slip, Charge Transaction Data or the merchandise or property which is the subject of the transaction;
- (h) we have delivered, and, where applicable, fully installed, all the goods and/or fully performed all the services listed on the sales voucher, and the Cardholder has title to the goods and/or services listed on the sales voucher free and clear of all encumbrances, liens or claims;
- (i) all goods and/or services comprising a Purchase corresponding with the description set out in the relevant sales voucher, were of merchantable quality, and were fit for any particular purpose which the Cardholder made known to us or to our employees or agents;
- (j) where goods comprising a Purchase were sold by reference to a sample, the goods corresponded with the sample in quality, the Cardholder has been given a reasonable opportunity of comparing the goods with the sample, and the goods are free from any defect rendering them unmerchantable that would not be apparent on reasonable examination of the sample;
- (k) each sales voucher and component of the Charge Transaction Data submitted to the Card Issuer under this agreement is first being submitted to the Card Issuer and has not previously been submitted to any other credit provider; and
- (l) we have not done, and will not do, anything to prevent any amounts owing on an Account from being valid and enforceable against the relevant Accountholder.

2.2 Covenants

We agree that we must:

- (a) fully cooperate with the Card Issuer promptly to resolve all disputes with Cardholders;
- (b) in addition to complying with the requirements of Part V of the Trade Practices Act 1974 (Cth) and of the Goods Act 1958 (Victoria) and any corresponding legislation in any other State or Territory, maintain a fair and equitable policy for the exchange and return of goods and adjustments for services rendered and promptly deliver a return voucher to the Cardholder and include credit for each return or adjustment in the Charge Transaction Data for the relevant day;
- (c) provide required service on, or direct Cardholders to a manufacturer's authorised service facility for, goods and/or services purchased on credit under the Programme;
- (d) not seek or obtain any special agreement or condition from, nor discriminate in any way against, Cardholders with respect to the terms of any transaction;
- (e) not charge any credit card surcharge, application, restocking, processing or other fee to Cardholders;
- (f) comply with all applicable laws (including, without limitation, the Consumer Credit Code, the Trade Practices Act 1974 (Cth), the Privacy Act 1988 (Cth) and any applicable fair trading and door to door sales legislation) including, without limitation, laws relating to the advertising or sale of consumer credit and of any goods and/or services and otherwise;
- (g) provide at least 60 days written notice to the Card Issuer of any proposed:
 - sale of our business;
 - if we are a partnership, the retirement or admission of any partner; or
 - if we are a company, any change in the beneficial ownership of any of our issued capital;
- (h) at the Card Issuer's request, provide to the Card Issuer within a reasonable time of the request being made a copy of our annual audited (or, if acceptable to the Card Issuer, unaudited or management) financial statements, including balance sheet, income statement and statement of cash flows, each certified by us to be true and correct and to have been prepared in accordance with generally accepted accounting standards in Australia; and
- (i) advise the Card Issuer immediately in writing if, for any reason, we are prevented from operating our business or the operation of the business becomes subject to conditions imposed by any statutory authority.

3 Withholding Payment from Us

3.1 Right to Withhold Payment from Us

The Card Issuer has the right to withhold from us the amount of any indebtedness, accrued interest, fees and other charges relating to any sales voucher or return voucher if with respect to such sales voucher, return voucher or the underlying transaction or Account:

- (a) any presentment warranty set out in clause 2.1 made by us proves to be false or inaccurate in any respect, as determined by the Card Issuer;
- (b) the Accountholder does not exist or denies the existence of an Account;
- (c) the Accountholder or Cardholder asserts in good faith any defence, claim, set-off or counter claim in relation to the transaction;
- (d) the Accountholder or Cardholder disputes in good faith liability for the Account or the transaction for any reason;
- (e) the Accountholder or Cardholder claims in good faith that the transaction should have been treated by us as a Promotional Offer Purchase (or a Promotional Offer of a particular type); or
- (f) the Card Issuer determines that we did not comply with any provision of this agreement, the Operating Procedures or any other instruction from the Card Issuer in relation to the Card or the Programme, and a claim or allegation will be taken to be made in good faith if the Card Issuer, in its discretion, so determines.

3.2 Limitation of Withholding Payments

In its reasonable discretion, the Card Issuer may compromise and settle any claim by any Cardholder if such claim may give the Card Issuer a right to withhold payment under clause 3.1. In the event of any such compromise or settlement, the Card Issuer will adjust the Accountholder's Account and the Card Issuer's right to withhold payment from us will be limited to the actual amount so compromised.

3.3 Exercise of Withholding Right

If the Card Issuer is entitled to withhold payment for a Purchase because we forward Charge Transaction Data to the Card Issuer before the relevant goods and/or services were fully delivered, and, where applicable, installed, or performed, the Card Issuer may in its discretion, charge interest on it at the overdue interest rate under this agreement from the date the Card Issuer did settle to the date the Card Issuer would have settled if the relevant Charge Transaction Data had not been forwarded until permitted by this agreement. However, this does not restrict the Card Issuer's right to withhold payment for the Purchase for any other applicable reason.

If the full amount of any sales voucher, plus any associated interest, fees and other charges, is withheld under clause 3.1, the Card Issuer will, upon our request, assign to us without recourse all right to payments of amounts withheld in connection with such sales voucher.

4 Payments and Settlement

4.1 Acceptance of Charge Transaction Data

All Charge Transaction Data is subject to acceptance by the Card Issuer after review for validity, accuracy and completeness. The Card Issuer may reject and refuse to extend credit with regard to any transaction evidenced by any invalid, inaccurate, illegible, unauthorised or incomplete Charge Transaction Data.

If we made any computational error in the Charge Transaction Data, the Card Issuer may correct the error and adjust amounts listed in the Charge Transaction Data to reflect that correction.

4.2 Settlement of Accounts

If the Card Issuer accepts Charge Transaction Data, the Card Issuer must pay us the amount shown as the "total" of Purchases reflected in the Charge Transaction Data accepted:

- (a) minus:
 - (i) the amount of any return vouchers reflected in that Charge Transaction Data;
 - (ii) any amounts to be withheld from us under clause 3.1 of this agreement; and
 - (iii) any other amounts (including, without limitation, any service or other fees and interest) payable by us in connection with this agreement.
- (b) plus any commissions the Card Issuer may agree to pay us from time to time in respect of Applications submitted by us. The Card Issuer will make such payments in accordance with any requirements in the Operating Procedures. Any amounts not offset or recouped by the Card Issuer may be billed to us by the Card Issuer. We agree to complete, and provide to the Card Issuer, any direct debit authority it may require.
- (c) The Card Issuer may, at its discretion, deduct from any amounts it owes us any amounts owed to the Card Issuer by us under this agreement or otherwise.

5 Indemnification

We indemnify and hold harmless the Card Issuer and its related companies and their respective officers, directors, employees and agents from and against all claims, actions, losses, offsets, liabilities, damages, judgments, amounts paid in settlement, costs and expenses (including reasonable solicitors' fees and disbursements and collection fees) (collectively, "Losses") resulting from or arising out of:

- (a) any breach by us of any warranty, covenant or other provision of this agreement or any misrepresentation by us;
- (b) our negligent act or omission and any negligent act or omission of our officers, directors, employees or agents in the performance of their duties or obligations under this agreement;
- (c) any transaction, contract, understanding, promise, representation, warranty or other relationship, actual, asserted or alleged, between us and any Cardholder relating to an Account;
- (d) any goods and/or services, the purchase of which was financed under the Programme, (including, without limitation, any product liability or warranty claim relating to those goods and/or services);
- (e) any false or misleading representation by us or our officers, directors, employees or agents in connection with an Application, a Credit Contract, a Purchase or any goods or services to be subject to a Purchase, or any related matter; and
- (f) any contravention of any consumer credit, privacy, fair trading, door to door sales or other legislation (including, without limitation, the Consumer Credit Code and the Privacy Act 1988 (Cth)) committed or caused by us or our officers, directors, employees or agents.

6 Termination

Either party may terminate this agreement by giving the other notice in writing.

Termination takes effect immediately from the commencement of the next day after receipt of the notice, or from the later date (if any) specified in the notice.

No termination will affect our or the Card Issuer's rights or obligations which:

(a) arose before such termination; or

(b) arose in respect of an Application or sales transaction processed by us after such termination.

On termination, we must immediately return to the Card Issuer, or destroy, at the Card Issuer's direction and in the Card Issuer's sole discretion, all copies of the Operating Procedures, stationery, forms, equipment, advertising material, and any other material provided by the Card Issuer in relation to the Programme.

7 Miscellaneous

7.1 Confidentiality

We may not disclose any information provided to us in relation to this agreement (including, without limitation, the terms of this agreement and the applicable amount or rate of service fee) or the Programme to any other party, except where required by law, where the information is available to the public generally (except as a result of a breach of this clause) or with the Card Issuer's consent. The provisions of this clause 7.1 survive the termination of this agreement.

7.2 Personal Information

We agree that we must:

(a) not directly or indirectly disclose any personal information (being a fact or opinion about an identifiable individual) to which we have access in connection with or as a result of the Programme to any person without first obtaining the Card Issuer's written consent, except in accordance with this agreement;

(b) not make records of any such personal information, or allow records to be made, including in relation to our use of the System, except to the extent necessary to fulfil our obligations under this agreement;

(c) not use any such personal information, except to the extent necessary to fulfil our obligations under this agreement;

(d) use our best endeavours to ensure that any such personal information is kept under our effective control and is secure from theft, loss, damage and unauthorised access, use and disclosure; and

(e) notify the Card Issuer in writing immediately if we become aware of any actual, suspected, likely or threatened theft, loss, damage or unauthorised access, use or disclosure of any such personal information.

7.3 No Agency

We will not act as, or represent ourselves to be, the agent of the Card Issuer, except as authorised by the Card Issuer in writing. We have no authority to make any agreement, representation or promise or to give any warranty or to agree to any condition on behalf of the Card Issuer. We will refer the Cardholder to the Card Issuer to satisfy the Cardholder's enquiries (if any) in respect of his or her obligations.

7.4 Costs

We agree with the Card Issuer that each of us, at its own expense, must do everything reasonably necessary to give effect to this agreement and the Programme.

7.5 Entire Agreement

This agreement, read with the practice enrolment form and the Operating Procedures, constitutes the entire agreement between us and the Card Issuer about its subject matter and supersedes any and all prior agreements, understandings, representations, and communications between us and the Card Issuer in connection with its subject matter.

7.6 Authorised Signatories

We authorise the Card Issuer to act on the instructions of any person nominated by us as an authorised signatory, whether in the practice enrolment form or otherwise.

7.7 Variation

The Card Issuer may unilaterally vary any one or more or all of:

(a) any provision of this agreement, but only if the Card Issuer determines that the variation is necessary or convenient to prevent fraud or ensure compliance with any applicable laws in connection with the Programme;

(b) the amount of service fee applicable under clause 1.6;

(c) any other fees and charges applicable under clause 1.7; and

(d) the Operating Procedures,

by giving us notice in writing. The variation takes effect immediately, or from the later date (if any) specified in the notice. Other variations to this agreement may only be made by agreement between the parties.

7.8 Assignment

The Card Issuer may transfer all or any part of its rights or obligations or both under this agreement at any time to any related body corporate of the Card Issuer or to any other person. We may not assign any of our rights or obligations under this agreement without the prior written consent of the Card Issuer.

7.9 Non-Waiver

No delay by either party to this agreement in exercising any of its rights under this agreement or partial or single exercise of such rights, will operate as a waiver of that or any other right. The exercise of one or more of any party's rights under this agreement will not be waiver of, nor preclude the exercise of, any rights or remedies available to such party under this agreement or in law or equity. A provision of, or a right created under, this agreement may not be waived except in writing signed by the party granting the waiver.

7.10 Exercise of Rights

We and the Card Issuer may exercise a right, power or remedy at our respective discretion and separately or concurrently with another right, power or remedy. A single or partial exercise of a right, power or remedy by either the Card Issuer or us does not prevent a further exercise of that or of any other right, power or remedy. Failure by the Card Issuer or us to exercise or delay in exercising a right, power or remedy does not prevent its exercise.

7.11 Severability

If any provision of this agreement is held to be invalid, void or unenforceable, all other provisions will remain valid and be enforceable and construed as if such invalid provision were never a part of this agreement.

7.12 Approvals and Consent

We and the Card Issuer may give conditionally or unconditionally or withhold our approval or consent in our respective absolute discretion, unless this agreement expressly provides otherwise.

7.13 Remedies Cumulative

The rights, powers and remedies provided in this agreement are cumulative with and not exclusive of the rights, powers and remedies provided by law independently of this agreement.

7.14 Survival of Indemnities

Each indemnity in this agreement is a continuing obligation, separate and independent from the other obligations of the parties and survives termination of this agreement.

7.15 Compliance with Laws

The rights and obligations under this agreement are subject to any limitation imposed by law and the parties will comply with the law in performing their obligations under this agreement.

7.16 Further Assurances

Each party agrees, at its own expense, on the request of the other party, to do everything reasonably necessary to give effect to this agreement and the transactions contemplated by it (including the execution of documents) and to use its best endeavours to cause relevant third parties to do likewise.

7.17 Governing Law

This agreement and all rights and obligations under this agreement, including, without limitation, matters of construction, validity and performance, are governed by and construed in accordance with the laws of the State of Victoria. The parties submit to the non-exclusive jurisdiction of the courts of the State of Victoria.

7.18 Power of Attorney

We authorise and empower the Card Issuer to sign and endorse our name upon any cheques, drafts, money orders or other forms of payment in respect of any Account that may have been mistakenly made out by the Account holder or any other person in our name.

7.19 Overdue Interest

We will pay interest on any amount due by us under this agreement and not paid within 5 business days of the date on which it fell due for payment at the rate of the aggregate of 4% plus the 90 day bank bill rate published in The Australian Financial Review as at the due date, and recalculated monthly thereafter using the published rate as at that date.

7.20 No Setoff or Counterclaim by us

To the maximum extent permitted by applicable law, we must make each payment to the Card Issuer under this agreement without any setoff or counterclaim and free and clear of, and without any deduction or withholding for any amount against the Card Issuer. The Card Issuer may set-off any amount owing by us against any amount payable by the Card Issuer to us under this agreement.

7.21 Notices

All notices, demands or other communications to or by a party to this agreement must be in writing and delivered by prepaid post or by hand or be faxed to the most recently advised address or fax number of the recipient party. Until further notice, the advised details are:

- (a) for us, as set out in the Practice details in the practice enrolment form, and
- (b) for the Card Issuer, 572 Swan Street, Richmond 3121, Fax no: (02) 9842 3085 Marked Attention: General Manager, Sales Finance.

Notices, demands or other communications will be taken to be duly given or made:

- (c) in the case of delivery in person, when delivered;
- (d) in the case of delivery by post, two working days after the date of posting; and
- (e) in the case of a fax, on receipt by the sender of the transmission control report from the dispatching machine showing the correct number of pages, the correct destination fax number and the result of the transmission as "OK".

If, however, the result is that a notice, demand or other communication would be given or made after 4pm on a working day at the place of address it will instead be taken to have been given or made at the commencement of the next working day.

7.22 Audit

We agree that the Card Issuer may enter onto our premises on any business day on reasonable notice to inspect and examine our books of account and records relating to the Programme.

7.23 System access

Where the Card Issuer has agreed to allow us access to the online application system, (or some other system) for the electronic submission of Applications, (the "System"), access to, and use of, the System is subject to the terms and conditions set out in this clause 7.23.

(a) The System

- (i) The System and copyright for the System is and will remain the property of the Card Issuer. The access granted to the System will only constitute a non-exclusive licence to access (but not to copy, modify, or otherwise interfere with) the System.
- (ii) The System will comprise such information and processes and be available for such days and hours as the Card Issuer decides.
- (iii) The Card Issuer may alter or modify the System without notice to us and in the Card Issuer's sole and unfettered discretion.
- (iv) We will pay all expenses incidental to our use of the System and our compliance with the terms of this clause 7.23.

(b) Equipment

- (i) The "Equipment" means a computer terminal, connecting link to the System and ancillary equipment. Equipment must be approved by the Card Issuer. The Card Issuer may elect to provide a computer terminal to us.
- (ii) We will ensure that the Card Issuer shall be given reasonable access to the Equipment to allow inspection, testing or other steps to protect its interest in the Equipment.
- (iii) If the Card Issuer lends the Equipment or any item of the Equipment ("the Card Issuer's Equipment") to the us, we agree:
 - to return the Card Issuer's Equipment to the Card Issuer on demand or termination of this agreement;
 - to properly service and repair the Card Issuer's Equipment at our expense and to a level of performance required by the technical specifications for the Equipment;
 - not to part with possession of or, alter the Equipment;
 - to fully insure the Card Issuer's Equipment against fire, accident and theft; and
 - to indemnify the Card Issuer against costs and losses arising from use, damage or loss of the Card Issuer's Equipment.

(c) Warranties and Agreements

- (i) All conditions, warranties and representations relating to the supply of goods or services are excluded to the extent permitted by law. To the extent that the Card Issuer's liability cannot be excluded, its liability will be limited to replacement or repair of the goods, supply of replacement goods or services or payment of the cost of doing so, at the Card Issuer's option.
- (ii) We warrant and agree that we:
 - have not relied on any representation made by the Card Issuer;
 - will not input information into the System or through using the System, or provide any information to the Card Issuer which we know or ought to know is false;
 - will at our own expense maintain the Equipment during the term of this agreement;
 - will not authorise any agent to use the System unless the agent is approved by the Card Issuer;
 - will not use the System or Equipment (where the Equipment is owned by the Card Issuer) except for purposes of accessing the System in accordance with the terms of this agreement;
 - will take all steps which a reasonably prudent owner of a computer system would take to protect its equipment and software from computer viruses and will not hold the Card Issuer responsible for any damage caused by any computer virus;
 - will not make any claim against the Card Issuer if for any reason during the term of this agreement access to the System fails or is denied as a result of events or circumstances which are beyond the Card Issuer's control;
 - will not (by reason of the use of the System or otherwise) be the agent of the Card Issuer for any purpose and will not have any authority to do anything on the Card Issuer's behalf; and
 - will comply with all reasonable directions of the Card Issuer in respect of the System and its use.

8 Important Privacy Notice – Disclosures to, and consents by, the persons making or supporting an Application

8.1 Consent to the use of my personal information in connection with the Application

In connection with the Application, I am and will be providing personal information about myself to the Card Issuer. I acknowledge that some or all of this personal information, and any other personal information the Card Issuer collects about me, ("my personal information") will or may be used by the Card Issuer to assess the Application, and if the Application is approved, for the subsequent administration of the arrangements and agreements that will apply to the Appointment.

I consent to the Card Issuer (and each of its related companies) using and disclosing my personal information for these purposes and acknowledge that without this information the Card Issuer may be unable to consider the Application, or perform necessary administrative tasks following the Appointment (if approved).

8.2 Disclosures of my personal information

I understand that the Card Issuer, and each of the related companies of the Card Issuer, may disclose my personal information, and any other information they collect about me, to each other and to: the Applicant and its directors (if any); credit reporting agencies; other financial institutions and credit providers; service providers (including delivery companies, and debt collectors); any organisations through whom I choose to make payments to the Card Issuer (or any of its related companies); and other entities to whom the Card Issuer (or any of its related companies) is required by law, or authorised by me, to disclose my personal information.

Subject to the Privacy Act 1988 (Cth) and the other terms of this clause 8, I consent to any such disclosures regardless of how or when that information was collected.

8.3 Other consents relating to the assessment of the Application

If and to the extent that the Card Issuer does so in a manner and for purposes that conform with the Privacy Act 1988 (Cth): I agree to the Card Issuer obtaining information about my commercial activities and commercial credit worthiness from a business which provides information about the commercial credit worthiness of persons, and to the Card Issuer using that information in assessing the Application and in relation to an Appointment; and I also agree to the Card Issuer giving to and receiving from any credit providers named by me, information about my credit arrangements, provided that the information is given or received in relation to the Card Issuer consideration of the Application or an Appointment.

8.4 Transfer of information overseas

I agree to the transfer of my personal information by the Card Issuer (and each of its related companies) to organisations overseas, but only for use in connection with any of the purposes that the Card Issuer, or any of its related companies, are authorised by this clause 8 or the Privacy Act 1988 (Cth).

8.5 Access to information provided to the Card Issuer

After 20 December 2001, and subject to the provisions of the Privacy Act 1988 (Cth), I acknowledge that I may have access to my personal information collected and held by the Card Issuer (and its related companies). I acknowledge that I can enquire of the Card Issuer as to the identity of each related company of the Card Issuer and may contact the Card Issuer for access to my personal information held by the Card Issuer, and its related companies. I may contact the Card Issuer for access to my personal information held by the Card Issuer by contacting the Card Issuer at GPO Box 777, Coorparoo QLD 4151.

9 Definitions And Interpretation

9.1 Definitions

In this agreement, unless the context otherwise requires:

- **"Account"** means an account opened under a Credit Contract.
- **"Accountholder"** means an individual who has entered into a Credit Contract.
- **"Applicant"** means the organisation or person(s) named as the practice in the practice enrolment form.
- **"Application"** where that term is used in clause 8, means an application by the Applicant for an Appointment.
- **"Application"** where that term is used in this agreement other than in clause 8, means a form of application approved by the Card Issuer for use by the individual to apply for a Card and, where the case requires, means such a form of application which has been fully completed and signed by the applicant.
- **"Appointment"** means an appointment by the Card Issuer of a Practice under this agreement which authorises the Practice to introduce applicants for the CareCredit finance product to the Card Issuer.
- **"Card"** means either a CareCredit plastic card issued by the Card Issuer, or both, as the case requires.
- **"Cardholder"** means a person to whom a Card has been issued (whether or not that person is also an accountholder).
- **"Charge Transaction Data"** means Account or Cardholder identification and transaction information with regard to each Purchase, and each return of a Purchase for credit to the Account.
- **"Credit Contract"** means the contract between the Card Issuer and an individual governing use of a Card.
- **"Operating Procedures"** means the instructions and procedures to be followed by us in connection with the Programme, including the instructions and procedures in relation to the use of the System, a copy or copies of which has been or will be provided to us by the Card Issuer, as amended from time to time upon notice to us, any such amendment being effective immediately upon such notice being given to us and which is usually referred to as the "Operating Guide".
- **"Other Services"** means any other services relating to an account, including, without limitation, consumer credit insurance.
- **"Programme"** means the CareCredit card programme operated by the relevant card issuer.
- **"Promotional Offer"** means a "promotional offer" offered by the Card Issuer as defined in the Conditions of Use for the Card.
- **"Purchase"** means the purchase by a Cardholder of any goods and/or services by use of a Card.
- **"the Card Issuer"** means GE Finance Australasia Pty Ltd (ABN 88 000 015 485) trading as GE Money set out in form A or B, section 2.6.

9.2 Interpretation

In this agreement, unless the context otherwise requires:

- (a) the singular includes the plural and vice versa;
- (b) a reference to an individual or person includes a corporation, firm, partnership, joint venture, association, authority, trust, state or government and vice versa, and includes that person's executors, administrators, substitutes, successors and permitted assigns;
- (c) a reference to any law, agreement or document (including, without limitation, to this agreement) is a reference to that law, agreement or document (and, where applicable, to any of its provisions) as amended, novated, restated or replaced from time to time;
- (d) a reference to us honouring or accepting a Card includes any method permitted under the Operating Procedures or otherwise approved by the Card Issuer whereby a Cardholder may charge a Purchase to the Account without presenting the Card;
- (e) if any act, matter or thing is to be done under or pursuant to this agreement on a day which is not a business day, and it involves a payment other than a payment which is due on demand, it must be done on the last preceding business day, otherwise it must be done not later than the next business day; and
- (f) if two or more of us are named in as the "Practice" in the Practice Details attached, our liability is a joint liability of all of us and a several liability of each of us, and a representation, warranty or undertaking given by us is given severally by each of us.

9.3 Capacity

If we are the trustee of a trust, we confirm that we have power under the trust deed, and it will not constitute any breach of trust, to enter into this agreement and perform all obligations under it, and that we are liable for the performance of our obligations under this agreement both in our own capacity and in our capacity as trustee of that trust.

10 Agreement in relation to Recipient Created Tax Invoices

10.1 We may make taxable supplies to the Card Issuer as agreed between the parties from time to time for which the Card Issuer will calculate the value. We agree that the Card Issuer will issue Recipient Created Tax Invoices in relation to such taxable supplies.

- (a) We are a GST entity as at the date of this agreement.
- (b) The Card Issuer is a GST registered entity as at the date of this agreement.

10.2 We agree that:

- (a) The Card Issuer can issue tax invoices in respect of supplies for services made by us pursuant to this agreement for which commissions or other amounts are paid ("these supplies");
- (b) We will not issue tax invoices in respect of these supplies;
- (c) The Card Issuer will issue the original or a copy of the tax invoice to us within 28 days of the making, or determining the value, of these supplies and retain the original or a copy;
- (d) The Card Issuer will issue the original or a copy of any adjustment note to us within 28 days of the adjustment and retain the original or a copy;
- (e) The Card Issuer will reasonably comply with its obligations under the GST taxation laws;
- (f) We will notify the Card Issuer if we cease to be a GST entity;
- (g) The Card Issuer will notify us if it ceases to be a GST registered entity or if it ceases to satisfy any requirements of the Commissioner of Taxation's determination as set out in the Goods and Services Tax ruling GSTR 2000/10 (the "determination");
- (h) The Card Issuer will not issue a document that would otherwise be a recipient created tax invoice, on or after the date the Card Issuer becomes aware that it or we have failed to comply with any requirements of the determination.