

RECITALS

- A. Debt Angel Solutions Pty Ltd (to be referred to as DAS or Debt Angel Solutions) is in the business of providing its clients with Debt Negotiation, Debt Management and Debt Reduction services.
- B. The client is seeking Debt Negotiation, Debt Management and Debt Reduction services as offered by Debt Angel Solutions.
- C. Debt Angel Solutions will provide the Debt Negotiation, Debt Management and Debt Reduction services to the client pursuant to these Standard Terms and Conditions and the Fee Schedule. Debt Angel Solutions does not represent itself as financial advisors, legal services or accountants and therefore will not provide any legal or financial advice.
- D. For explanation of terms used in these Standard Terms and Conditions and the Fee Schedule see paragraph 26. "Definitions and Interpretations".

1. SERVICE AGREEMENT

- 1.1 The Service Agreement sets out the terms and conditions on which DAS will provide the services to its clients. The Service Agreement is comprised of:
 - 1.1.1 The Letter of Appointment;
 - 1.1.2 These Standard Terms and Conditions, which contain general terms and conditions that apply to the services;
 - 1.1.3 The Fee Schedule which contain details of the services and associated fees; and
 - 1.1.4 The Letters of Authority, which appoints authority to Debt Angel Solutions Pty Ltd to communicate and act on behalf of the client with the nominated creditor in relation to debt account.
- 1.2 The Service Agreement also includes any document that the parties may sign from time to time varying this Agreement.

2. ENGAGEMENT AND TERM

- 2.1. The client appoints DAS as the provider of the services based on these Standard Terms and Conditions by signing the Letter of Appointment.
- 2.2. By signing a Letter of Authority, the client appoints DAS as their authorised representative regarding their debt account(s). These Standard Terms and Conditions also apply to the services provided in relation to these debt account(s).
- 2.3. The client acknowledges DAS is under no obligation to accept management of any particular debt or to continue to accept management of debts from the client unless mutually agreed.
- 2.4. The Service Agreement commences on the date the Letter of Appointment is signed, dated and submitted by the client and continues until the Service Agreement is terminated in accordance with clause 8.

3. THE SERVICES

- 3.1. DAS provides Debt Negotiation, Debt Management and Debt Reduction services which are described in the Fee Schedule.
- 3.2. DAS agrees to provide any one or more of the Services to the client in relation to the debts during the term of the Service Agreement, at its absolute discretion, based on what DAS believes is reasonably necessary for the client given their Circumstances.
- 3.3. DAS is not obliged to provide any other services to the client which are outside the scope of the Service Agreement.

4. CLIENT OBLIGATIONS

Without limiting any other provisions of the Service Agreement, the client agrees:

- 4.1. To act in accordance with all reasonable directions given by DAS and in compliance with all applicable laws and regulations;
- 4.2. To provide DAS with all necessary information to enable DAS to perform the services as agreed and to inform DAS of any changes of circumstances that may affect the management of the debts under this Service Agreement within a reasonable time;
- 4.3. To be available to DAS in order to discuss the management of the clients' debts or provide an authorised person to DAS in writing. Should DAS not be able to contact the client for seven (7) days, written notice will be served advising that the client is out of communication ("Out of Communication Notice"). The client is required to make contact with DAS within the fourteen (14) days after the Out of Communication Notice has been served (grace period).
- 4.4. To comply with the Standard Terms and Conditions of the Service Agreement;
- 4.5. to acknowledge being provided with and has read the Fee Schedule.
- 4.6. To provide contact details of phone number/s, postal and email addresses for communicating with the client;
- 4.7. To provide DAS with a signed "Debt Angel Solutions - client representative authority" form if the client wishes to have a third-party act on their behalf when dealing with DAS;
- 4.8. To advise DAS immediately if they appoint another party to provide services which are identical or similar to the services for which DAS has been appointed under this service agreement;
- 4.9. To notify DAS as soon as practical if the client authorises other parties to communicate with the creditor, or the client becomes aware of other parties communicating with the creditor about the debt;
- 4.10. To notify DAS of any communication from the creditor in relation to the services provided;
- 4.11. To notify DAS as soon as practical if there is a material change in their circumstances, which may affect their ability to comply with the arrangements put in place on their behalf; and
- 4.12. To comply with the arrangement terms negotiated with the creditor by DAS and notify DAS if they fail or believe to have failed to comply with the terms of the arrangements in place with their creditor/s. If the client fails to comply with the terms negotiated with the creditor, the arrangement may be broken ("broken arrangement") and additional fees and charges may be applied to re-instate/renegotiate the arrangement.

5. SERVICE FEES, INVOICING AND PAYMENTS

- 5.1. In consideration of DAS providing the Services in accordance with clauses 3 and 4, the client will pay the service fees as detailed in the Fee Schedule.
- 5.2. The client will make payment of the fees using the regular billing system which comprises of the invoicing and payment methods as advised by DAS. Alternate payment methods and payment plans may be offered only at the discretion of DAS.
- 5.3. On each invoicing date, DAS will provide the client with a tax invoice for the services provided and service fees payable for the relevant invoicing period, if required.
- 5.4. The client agrees to pay all fees and charges charged by the creditors in relation to the debts. Where these fees and charges are paid by DAS on behalf of the client, the client agrees to reimburse DAS for such amounts.
- 5.5. The client authorises DAS to direct debit any invoiced service fees and other amounts payable by the client under the Service Agreement.
- 5.6. Fees for all services performed by DAS are payable in full and are not dependent on the outcome of the service.
- 5.7. If the client fails to pay any fees, DAS reserves the right to suspend work on all debts until payment is made or a payment arrangement has been mutually agreed. At its absolute discretion, DAS may offer a payment plan for the outstanding amounts owed in order to prevent suspension of work on debts or termination of the Service Agreement.
- 5.8. DAS reserves the right to request prepayments for the performance of future services.
- 5.9. DAS may seek the collection of outstanding client liabilities to DAS and non-payment activities through Collection & Legal channels.
- 5.10. All costs relating to Debt Collection, or any associated legal action will be passed directly on to the client.

6. COOLING OFF PERIOD

- 6.1. A cooling off period of seven (7) calendar days is provided as part of the Service Agreement and can be waived by the client in writing. It is the client's responsibility to read the terms of the Service Agreement within this period. The client may terminate this agreement within this period and receive a full refund of any fees that have been paid to DAS.
- 6.2. Within the seven (7) day cooling off period, DAS may at its absolute discretion decide whether or not to accept the appointment.

7. SUSPENSION

- 7.1. DAS may suspend the provision of services following the occurrence of one or more of the following events (each a "Suspension Event"):
 - 7.1.1. The client breaches any of the obligations as described in clause 4;
 - 7.1.2. Payments as per the regular billing system are dishonoured, account is overdue, or payment plans are not met;
 - 7.1.3. DAS suspects or believes that the client has acted in an unlawful, fraudulent, unconscionable, or improper manner in utilising the services; or
 - 7.1.4. It is otherwise reasonable for DAS to do so in the circumstances.

- 7.2. Suspension of services to the client by DAS means that no further services will be performed by DAS until such suspension is lifted. The client's Debt will remain under management and will continue to incur the applicable management fee.
- 7.3. Subject to any other provisions of the Service Agreement, where the client has demonstrated to the reasonable satisfaction of DAS that the matters giving rise to a suspension have been rectified, DAS will reactivate the provision of the services provided that the reactivation may be subject to such conditions as DAS may prescribe, including:
 - 7.3.1. Where the suspension was imposed in respect of failure to pay invoices, the client bringing account up to date, providing prepayment or a holding deposit for future invoices and/or enter into a payment arrangement; or
 - 7.3.2. Where the suspension was imposed in respect of failure to be in communication, the client providing an authorised contact person, via the client representative authority form, whom DAS can contact to discuss the case.
- 7.4. The client hereby expressly releases and indemnifies DAS against any claim that arises or may arise against DAS, where DAS acts in accordance with this clause 7.

8. TERMINATION

- 8.1. Either party may terminate the Service Agreement on thirty (30) days prior written notice.
- 8.2. DAS may terminate the Service Agreement with immediate effect if (for the avoidance of doubt, DAS may terminate the Service Agreement without lifting any suspension imposed under clause 7):
 - 8.2.1. In the opinion of DAS, the client has utilised or has attempted to utilise the services in any unlawful, fraudulent, unconscionable or improper manner which includes but is not limited to giving false or misleading information;
 - 8.2.2. The client enters into suspension on three or more occasions;
 - 8.2.3. The client does not make communication with DAS within sixty (60) days after an Out of Communication Notice has been served;
 - 8.2.4. In any case of conflict of interest;
 - 8.2.5. In the case of insolvency or bankruptcy of the client;
 - 8.2.6. The client has become mentally incapable and has not authorised a third party to act on their behalf; or
 - 8.2.7. The client is deceased.
- 8.3. The client agrees to notify DAS immediately upon becoming aware of any of the matters that arise or are likely to give rise to a termination.
- 8.4. The client may terminate the Service Agreement with immediate effect:
 - 8.4.1. Anytime during the cooling off period; or
 - 8.4.2. If DAS is in material breach of an obligation under the service agreement and the breach continues for more than thirty (30) days after DAS receives written notice from the client.
- 8.5. The Service Agreement will be terminated if the client is off boarded following cessation or completion of services by DAS in relation to the Debts.
- 8.6. Subject to clause 9, DAS will cease to provide any services to the client from the date of termination.

- 8.7. The obligations on the parties under clauses 5, 9, 11, 12, 14, 15 to 26 survive the termination of the Service Agreement.

9. EVENTS FOLLOWING TERMINATION

- 9.1. Within a reasonable time period following the termination of the Service Agreement, DAS will:
- 9.1.1. Advise the client's creditors that DAS are no longer acting on the client's behalf; - Revoke LOA
 - 9.1.2. Deduct all outstanding service fees or other amounts owed by the client to DAS via the regular billing system or as agreed by the client; and
 - 9.1.3. Cancel any billing methods no longer required;
 - 9.1.4. Offboard the client and debt accounts from DAS Management System.
- 9.2. The termination of the Service Agreement does not affect any rights of a party that arose or accrued on or prior to the date of termination (including any rights a party may have against the other party in the event of any breach of this document by the other party).

10. WARRANTIES

- 10.1. Each party warrants that:
- 10.1.1. They will perform the obligations diligently, and in accordance with all applicable laws;
 - 10.1.2. There are no actions, claims, proceedings or investigations pending that may have a material effect on the service agreement;
 - 10.1.3. It has all licenses, authorisations, consents, approvals and permits required by all applicable laws and regulations in order to perform its obligations under the service agreement, and otherwise complies with all laws and regulations applicable to the performance of those obligations; and
 - 10.1.4. It has provided, or will provide, its employees and contractors with appropriate training, information and procedures to ensure ongoing compliance with the service agreement, the Debt Angel Solutions privacy policy and all relevant laws.

11. INDEMNITY

- 11.1. The client releases, indemnifies and holds DAS, and its respective employees and contractors harmless against all claims by any person (including any creditor) sustained, incurred or arising in connection with the Service Agreement or its role as in providing the services, including (without limitation) claims in respect of or connected to:
- 11.1.1. The breach of any arrangement by the creditor or any failure by the client to comply with the terms of the arrangements put in place with the creditors;
 - 11.1.2. The non-payment by the client of any amounts payable to DAS under the service agreement;
 - 11.1.3. A failure by the client to comply with any obligation to DAS in connection with the service agreement;
 - 11.1.4. The misuse of any services by the client;
 - 11.1.5. Failure to provide full and correct information to DAS in accordance with the service agreement;
 - 11.1.6. Arrangements put in place by DAS based on incorrect information, where this information was supplied by the client, the clients authorised representative or the clients creditors;
 - 11.1.7. A delay in any new or corrected information;

- 11.1.8. The interpretation of an arrangement or any amendment to an arrangement being incorrect;
- 11.1.9. Failure to pay any bank fees and charges as incurred by parties in respect to a service;
- 11.1.10. A payment, obligation, transaction or transfer processed under the Service Agreement or an arrangement being void or voidable under any law relating to insolvency or bankruptcy, except to the extent that such claims are due to DAS fraud or gross negligence.

12. LIABILITY

- 12.1. The client acknowledges and agrees that in entering into the Service Agreement the client has not relied on any representations, statements or warranties made by DAS or any of its employees, other than those contained in the Service Agreement. All statutory conditions or warranties that would otherwise be implied into the Service Agreement under applicable law, are excluded to the fullest extent permitted by law.
- 12.2. DAS shall have no liability to the client in respect of any failure by DAS to put in place arrangements with the client's creditors, or any failure to provide Services where this is due to or as a consequence of:
 - 12.2.1. Any accident, neglect or misuse by the client;
 - 12.2.2. Any failure of any computer system whether it be the client's system, the computer systems in which DAS places the software to operate the services, or the computer hardware of other related computer systems and servers that host the DAS website, or other related websites (whether hosted, owned or controlled by DAS or a third party); or
 - 12.2.3. The failure of the client to pay the creditor any agreed amounts once the arrangements are in place.
- 12.3. DAS relies on the information provided by the client or the client's creditor to negotiate arrangements. DAS is not required to verify (nor will DAS have any liability to the client in respect of) matters referred to in any written directive which it receives from the client or based on the information that is contained in material provided by the client or the client's creditor.
- 12.4. Notwithstanding any other provision of the Service Agreement, the maximum liability of DAS to the client (whether under the Service Agreement, any applicable law, in tort or otherwise) in connection with the Service Agreement (including in respect of an implied warranty or condition that cannot be excluded under applicable law) is limited to:
 - 12.4.1. Where the liability of DAS relates to a default in the provision of the services and:
 - 12.4.1.1. The re-performance of the relevant services is a suitable remedy, to DAS:
 - (a) Providing the relevant service again; or
 - (b) The cost of a third party supplying the service again; and
 - 12.4.1.2. Where the re-performance of the relevant services is not a suitable remedy, the amount of the service fees collected by DAS in respect of the relevant service; or
 - 12.4.2. Where the liability of DAS does not relate to the services, to the aggregate amount of service fees paid by the client under the Service Agreement.
- 12.5. No party will have any liability to the other in connection with the Service Agreement for any loss of business or profits, or in connection with any indirect or consequential loss or any punitive or aggravated damages, arising out of any matter or circumstance giving rise to any claim or other matter arising under the Service Agreement.

12.6. Nothing in this clause limits a party's liability for fraud.

13. REFUNDS

The client acknowledges and agrees that unless otherwise specifically agreed, DAS is under no obligation to provide a refund for dissatisfaction, misunderstanding by either party, change of mind or change of circumstance (unless the Service Agreement is terminated within the seven (7) day cooling off period in accordance with clause 6.

14. DISPUTE RESOLUTION

- 14.1. For any initial disputes between DAS and the client in regards to the services, the parties agree to try and resolve the dispute through discussions and negotiations between the parties.
- 14.2. Service of Dispute Notice: If any dispute is not resolved under clause 14.1 within ten (10) business days, the party with the dispute must serve a Dispute Notice to the other party setting out all relevant details and background information in relation to the dispute.
- 14.3. Medication: Where a dispute under with a Dispute Notice has been services in accordance with clause 14.2 cannot be resolved between the parties within ten (10) business days from the date of services of the Dispute Notice, either party may refer the dispute for mediation administered by Australian Financial Complaints Authority (AFCA) before having recourse to arbitration or litigation.
- 14.4. Arbitration: In the event that the dispute has not settled within 28 business days or such other period as agreed to in writing between the parties after the appointment of a mediator, the dispute is to be submitted to arbitration AFCA and conducted in accordance with Australian Dispute Centre's (ADC) Arbitration Guidelines which are deemed incorporated subject to the following changes:
 - 14.4.1. The arbitration is deemed to commence and take place in Sydney, Australia;
 - 14.4.2. The arbitration does not require personal appearances of the parties or witnesses;
 - 14.4.3. The arbitration is to be conducted by telephone link and/or solely based on written submissions and written statement; and
 - 14.4.4. Any award made pursuant to the arbitration may be entered in any court of competent jurisdiction for enforcement.
- 14.5. Each party must pay its own costs and expenses in relation to the resolution of any disputes.

15. PRIVACY

- 15.1. DAS acknowledges its obligations under the Privacy Act 1988 (Cth) (Privacy Act) to ensure that its collection, use, disclosure and storage of personal information (as that term is defined in the Privacy Act) complies with the Australian Privacy Principles and agrees to comply with the Privacy Act, the Australian Privacy Principles and in respect of any personal information in connection with the Service Agreement is collected, held, used and disclosed to DAS in accordance with the Privacy Act and the Debt Angel Solutions Pty Ltd - Privacy Policy which is available at www.debtangelsolutions.com.
- 15.2. DAS agrees that they will use personal information solely for the purpose of carrying out its obligations under the Service Agreement.

16. NOTICES

- 16.1. Due to the nature of the services provided by DAS, DAS requires all correspondence to be by electronic means, including but not limited to email, digital signature documents and forms, SMS, and data transfer. Documents may be requested and submitted in hard copy on a case by case basis.
- 16.2. The service of any notice or notification to be given to one party by the other under the Service Agreement must be in legible text, in English and served upon the other party in accordance with any of the following accepted methods of service:
 - 16.2.1. By email to the email address provided by the client or DAS; or
 - 16.2.2. By registered post to the postal address provided by the client or DAS.

17. ASSIGNMENT

- 17.1. DAS may assign legal rights pursuant to the Service Agreement to any related body corporate and provide the client with written notice of such assignment but may not assign legal rights pursuant to the Service Agreement to any other parties without the prior written consent of the client which then may not be unreasonably withheld.
- 17.2. The client must not assign or transfer any of the rights or obligations under this document without the prior written consent of DAS (such consent not to be unreasonably withheld or delayed).

18. ENTIRE CONTRACT

- 18.1. Subject to clause 1.1, the Service Agreement constitutes the entire contract of the parties about its subject matter and supersedes any previous understandings, agreements or contracts on that subject matter. Each party acknowledges that in entering into the Service Agreement, that it:
 - 18.1.1. Has not relied on any statement made or conduct engaged in by another party or any person on behalf of another party other than the statements set out in the Service Agreement; and
 - 18.1.2. Was not influenced or induced to enter into the Service Agreement by any statement or conduct.

Nothing contained or implied in this document will create or constitute, or be deemed to create or constitute, a partnership between the parties. A party must not act, represent or hold itself out as having authority to act as the agent of or in any way bind or commit the other parties to any obligation without prior approval outside the terms of the Service Agreement.

19. FURTHER ASSURANCES

Each party will promptly at the request of another party execute and deliver such further documents and do such further acts as shall be reasonably necessary to give full effect to the Service Agreement and the transactions and conditions contemplated in the Service Agreement.

20. AMENDMENTS

DAS reserves the right to review, vary or amend the Service Agreement, including the Standard Terms and Conditions, the Fee Schedule and other documents at any time to such extent as is necessary to comply with the law in any jurisdiction in which the Service Agreement is operative. Latest versions of the Standard Terms and Conditions will be published on the website at <https://www.debtangelsolutions.com/stc>. The new versions of this agreement published may apply to past and future services under this agreement. DAS will notify its clients of any new version of the agreement, the date that it is to take effect from and the services to which it relates. This will not limit or affect any right of action or remedy that has accrued as at the date the new version of the Standard Terms and Conditions take effect.

21. GOVERNING LAW

The Service Agreement will be governed and construed pursuant to the laws of New South Wales, Australia and the parties agree to submit to the jurisdiction of the courts of New South Wales in connection with any dispute relating to the Service Agreement.

22. FORCE MAJEURE

- 22.1. Notwithstanding anything to the contrary in the Service Agreement, neither party shall be deemed to be in default of or to have breached any provision of the Service Agreement as a result of any delay, failure in performance or interruption of service, resulting directly or indirectly from acts of God, natural disasters, acts of war, insurrection or terrorism, strikes or lockouts, unauthorised network or computer intrusion, Internet or computer-related viruses, hacker attacks or other agents introduced by a third party, failure of the Internet or any other event which may reasonably be classified as a "Force Majeure" event.
- 22.2. Nothing in this clause affects the client's obligation to make any payment under the Fee Schedule as and when the payment falls due.

23. DISCLAIMER

DAS does not guarantee that a creditor will accept or agree to any negotiations for arrangements that DAS conduct on the client's behalf.

24. CONFIDENTIALITY AND NON-DISCLOSURE

Each party must keep confidential the contents of all negotiations and any other information relating to the other party or its business that it obtains as a result of this Service Agreement or anything done under it (confidential information). A party must only use confidential information for the purpose of the Service Agreement and must not disclose or permit the disclosure of such confidential information to any other person. If a party becomes aware of a breach of this obligation, that party will immediately notify the other party. This document does not prohibit the disclosure of confidential information by a party in the following circumstances:

- 24.1. The disclosure is specifically contemplated and permitted by the Service Agreement;
- 24.2. The other party has consented to the disclosure of the relevant confidential information;
- 24.3. The disclosure of confidential information is to an employee or third party who requires the information for the purposes of performing the Services and is bound by a non-disclosure agreement;

- 24.4. The disclosure is to a service provider in order for them to provide advice in relation to matters arising under or in connection with the Service Agreement and the party disclosing the confidential information has made the service provider aware of the terms of this clause;
- 24.5. The disclosure is required by a court or governmental or administrative authority or by applicable law or regulation (a "Disclosure Obligation"); or
- 24.6. The disclosure is to a person who has referred the client to DAS and the disclosure is limited to such information as is relevant to the payment of any referral fees to that person;
- 24.7. On the conclusion or termination of the Service Agreement, DAS may deal with any material containing confidential information on record by:
- 24.7.1. Destroying or deleting any copies of such material;
 - 24.7.2. Keeping for a maximum period of seven (7) years any copies of such material; or
 - 24.7.3. Upon request return any copies of such material at any time after the conclusion of the service agreement;
- 24.8. When a Disclosure Obligation under clause 24.5 occurs:
- 24.8.1. The party that is subject to the Disclosure Obligation must inform the other party in writing of any disclosure required by a Disclosure Obligation before or, if this is not practical, as soon as the disclosure is made;
 - 24.8.2. The party that is subject to the Disclosure Obligation must use reasonable endeavours to (and assist the other party to) restrict distribution of the confidential information disclosed and otherwise take all reasonable steps to preserve the confidentiality of the confidential information the subject of the Disclosure Obligation;
 - 24.8.3. The parties must consult with each other and endeavour to agree the content of any announcement the party that is subject to the Disclosure Obligation is required to make (to the extent practical within the requirements of the Disclosure Obligation); and
 - 24.8.4. The party that is subject to the Disclosure Obligation must not, without the prior written consent of the other party, take (or omit to take, or procure, suffer, or permit to be taken) any action as a result of which it may become subject to a legal obligation to disclose confidential information, except for actions which necessarily arise in connection with the Service Agreement.

25. SEVERABILITY

If any part of the Service Agreement is held by any court or administrative body of competent jurisdiction to be illegal, void or unenforceable, that determination will not impair the enforceability of the remaining parts of the Service Agreement which will remain in force.

26. DEFINITIONS AND INTERPRETATION

In the Service Agreement including all parts, unless stated otherwise or a contrary intention appears

Definitions

"Arrangement" means any changes to the credit terms that are negotiated for hardship relief.

"Broken Arrangement" means an arrangement which is broken under clause 4.12.

"Business Day" means a day on which banks are open for business in New South Wales, Australia.

"Circumstances" means the background, personal and financial information pertaining to the client as relevant for dealing with creditors in relation to debts.

"Claim" includes any action, proceeding, demand, liability, obligation, costs (including legal costs), losses, damages and expenses, including those arising out of the terms of any settlement.

"Client" means the other party to the Service Agreement, as specified in the Letter of Appointment.

"Client Establishment" is the process by which new clients are brought onboard as described in the Fee Schedule.

"Client Representative Authority" means the Debt Angel Solutions – Client Representative Authority form which provides the authority for a third party to act on behalf of the client for the purposes of dealing with DAS in relation to debts.

"Client Review" is the process whereby the client's Circumstances is identified or updated via interview and information requests.

"Confidential Information" means information that is by its nature confidential or, when it is received, is marked as confidential in nature, but does not include information which:

- a) Is or becomes public knowledge other than by:
- b) Breach of the service agreement; or
- c) Any other unlawful means;
- d) Is in a party's possession without restriction in relation to disclosure before the date of receipt from the other;
- e) Has been independently developed or acquired by the party receiving or obtaining it; or
- f) Is disclosed by compulsion of law, including during testimony before any judicial or quasi-judicial court or tribunal, under court subpoena, parliamentary order or as part of discovery during legal proceedings.

"Conflict of Interest" includes having an interest (whether personal, financial, political or otherwise) that conflicts or which may reasonably be perceived as conflicting with an ability to perform obligations under the Service Agreement fairly and objectively, including as a result of employment, procurement or supply agreements that may exist or be put in place.

"Creditor" means the institutions to whom the client owes a debt, including the third parties the creditor authorised to act on their behalf.

"DAS" means Debt Angel Solutions Pty Ltd (ACN: 622 164 532).

"DAS Representative" means the person who:

- a) The client has contact with in DAS on a particular issue;
- b) Is specified as the Representative in the Letter of Authority; or
- c) At the time holds, occupies or performs the position specified, or any other person notified by DAS to the client or the creditor;

"Debt" means any credit facility the client has appointed DAS as an authorised representative of and has signed a Letter of Authority in regard to this particular debt.

"Debt Angel Solutions Website" refers to the websites Debt Angel Solutions has online. These include: www.debtangelsolutions.com.

"Disclosure Obligation" means the obligation to disclose information under clause 24.5.

"Dispute Notice" means a notice in the prescribed form to be lodged in case of a dispute.

"Dispute Resolution" means the process as provided for in the Standard Terms and Conditions to resolve any dispute between the parties.

"Employees" means any employee or contractor of DAS;

"Fees" means the associated costs and charges as provided for in Debt Angel Solutions – Fee Schedule.

"Fee Schedule" means "Debt Angel Solutions – Fee Schedule" provided to the client detailing the services provided and the associated fees.

"Further Arrangement" means any arrangements put in place after the Initial Arrangement.

"Future Services" means any services that may be provided for in the future under this Service Agreement.

"GST" means a goods and services tax.

"Initial Arrangement" means the process of substantiating and negotiating with the creditor the first hardship arrangement to be put in place for a debt account.

"Letter of Appointment" (LAPP) means the document signed by the client appointing Debt Angel Solutions Pty Ltd as the provider of Debt Negotiation, Debt Management and Debt Reduction services.

"Letter of Authority" (LOA) means the document signed by the client giving authority to Debt Angel Solutions Pty Ltd to act on behalf of the client with the creditor.

"Out of Communication Notice" means the notice served by DAS under clause 4.3;

"Payment Plan" means the Direct Debit payment option of regular payment amounts plus a final amount to be processed at regular intervals until all outstanding fees and payments are paid. The amount and debit schedule is customised to the client's individual circumstances.

"Personal Information" means any information about an individual that we collect about the client and the client's debts.

"Primary Client Contact" means the person who:

- a) Is specified as the Primary Client Contact; or
- b) For the time being holds, occupies, or performs the position specified, or any other person authorised by the client.

"Privacy Policy" refers to the document which describes how DAS will deal with any personal information about the client and prospective clients.

"Regular Billing System" means the system or method the client must use for payment for use of DAS services.

"Renegotiation" means the process of renegotiating with the creditor in order to obtain a further hardship arrangement or apply to have broken arrangement re-approved by the creditor on similar terms.

"Service" means any action that DAS will undertake or perform for the client under the Service Agreement, as specified or included in the Fee Schedule.

"**Service Agreement**" means the contractual agreement between the client and DAS which details the services that DAS will provide to the client, and which is comprised of the documents specified in clause 1.1 of these Standard Terms and Conditions.

"**Settlement**" means an arrangement negotiated by DAS with the creditor, typically for a full and final payment of the client's debt at a reduced amount.

"**Starting Amount**" means the initial outstanding balance of the debt as advised by the creditor when authority is confirmed to DAS as part of the onboarding process.

"**Statement of Financial Position**" means the document detailing the client's financial situation which is provided to the creditors during negotiations.

"**Tax Invoice**" means an invoice in the format required by law and which also shows the amount of the GST payable by the client in respect of the relevant payment and classification.

"**Third Party**" means a party not being a party to the Service Agreement.

"**Written**" means a document issued by a party to another party and includes, without limitation, hardcopy and electronic communication sent through the internet as a softcopy of a document.

Interpretation

- (a) words indicating the singular include the plural and words indicating gender include other genders;
- (b) a covenant or agreement on the part of two or more persons binds them severally;
- (c) reference to a person includes an individual and a corporation;
- (d) reference to any legislation includes any subordinate legislation made under it and any legislation amending, consolidating or replacing it;
- (e) the headings in the Service Agreement are included for convenience only and do not affect the interpretation of the Service Agreement;
- (f) reference to a clause, paragraph or schedule is reference to a clause, paragraph or schedule of the document, forming part of the Service Agreement, in which the reference appears;
- (g) reference to a document or agreement includes reference to the document or agreement as amended, notated, supplemented, varied or replaced from time to time;
- (h) unless specified otherwise “days” refers to “calendar days”
- (i) if the day on or by which anything is to be done under the Service Agreement is not a business day, that thing may be done on the next business day;
- (j) a reference to the client includes the client’s administrators, successors and permitted assigns;
- (k) a reference to a “contractor” includes an agent, authorised representative or a person delivering any of the Services under the client’s auspices;
- (l) an expression importing a natural person includes a body corporate, partnership, joint venture or association;
- (m) a reference to a body, whether statutory or not, which ceases to exist or whose powers or functions are transferred to another body, is a reference to the body which replaces it or which substantially succeeds to its powers or functions.
- (n) no rule of construction applies to the disadvantage of a party because that party was responsible for the preparation of the Service Agreement;
- (o) where any word or phrase is given a definite meaning in the Service Agreement, any part of speech or other grammatical form of that word or phrase has a corresponding meaning;

These Standard Terms and Conditions came into existence on 1 March, 2018

Debt Angel Solutions Pty Ltd – Standard Terms and Conditions			
Version No:	v3.0	Change Made	Addition of Debt Collection clause
Previous Version No:	v2.0	Review Date:	21 June 2023