



POWERED BY EZY-WAY

GENERAL TERMS & CONDITIONS OF THE LOWES ZERO CARD

AGREEMENT TERMS AND CONDITIONS

This is a Payment Plan and Continuing Credit Agreement. You may use credit provided under this Payment Plan and Continuing Credit Agreement up to the Credit Limit to purchase Goods from Lowes Manhattan Menswear. If your application is successful then these Terms and Conditions will apply.

1. ACKNOWLEDGEMENTS

- 1.1 You acknowledge that:
- (a) you are aged 18 years or over and a permanent resident of Australia;
 - (b) you are not an undischarged bankrupt at the time of executing the Schedule.
- 1.2 You agree that:
- (a) the return of the goods to us will not be accepted in lieu of repayment to us;
 - (b) you have all the rights in relation to the goods purchased under consumer protection legislation;
 - (c) you will notify us of any change to your contact details as previously advised to us within five business days of the change taking effect;
 - (d) you are an authorised signatory of the credit card account to be used for the repayments;
 - (e) we can only take instructions in relation to this agreement from you. Should you wish to nominate a third party to act on your behalf, we must receive this request from you in writing.
 - (f) that the terms and conditions of this agreement and the constructions and interpretation of it shall be governed by the laws of the state of New South Wales in force for the time being and from time to time, and the parties irrevocably submit generally and unconditionally to the jurisdiction of the Courts of New South Wales in respect of Claims, proceedings and matter arising out of the said agreement.
 - (g) that by completing the application with us, that we retain the rights to collect, hold and use personal information about yourself.

2. DEFINITIONS

- 2.1 In this document the following terms are specifically defined:
- "Account" means the account we maintain in your name for recording all transactions in connection with this credit agreement.
 - "Approved Retailer" means Lowes Menswear Savvy School wear; retail stores or outlet as well as any other retail store that may be approved by us for the use of the Ezy-Way credit.
 - "Business Day" means any day other than a Saturday, Sunday or a day gazetted as a public holiday in the State or Territory in which you have indicated you reside at the time you apply for Ezy-Way credit.
 - "Credit Limit" means the maximum credit available to you under the Account as varied from time to time.
 - "Credit Provider" means Menswear Finance Co Pty Ltd (ACN 002 677) with Australian Credit Licence 394076
 - "Insolvent" means being unable to pay debts when they fall due.
 - "National Credit Code" means schedule 1 of the National Consumer Credit Protection Act (Cth) 2009.
 - "Offer Letter" means our letter addressed to you in which we offer to enter a credit agreement with you on terms set out in the Credit Agreement and this document.
 - "Unpaid Balance" means, at any time, the difference between all amounts credited and all amounts debited to your Account.

"We", "Us", "Our", "Ezy-Way" means Menswear Finance Co Pty Ltd (ACN 002 677) and the Credit Provider.

"Rewards Balance" means 5% of all your purchases to be accumulated to your Rewards Balance. Balance can be redeemed for purchases only and cannot go towards the payment of your account. We have the right to vary, expire or change this balance as we seem fit after giving the customer 30 days' notice.

2.2 MEANING OF WORDS;

- 2.2.i "Including", "such as" or "for example", when introducing an example, does not limit the meaning of the words to which the example relates to that example or examples of a similar kind.
- 2.2.ii The singular includes the plural and vice versa.
- 2.2.iii A reference to :
- 2.2.iii.a a document or agreement includes any variation or replacement of it;
 - 2.2.iii.b law means common law, principles of equity, and laws made by parliament (and includes regulations and other instruments under laws made by parliament, and consolidations, amendments, re-enactments or replacements of any of them);
 - 2.2.iii.c any thing includes the whole and each part of it.
- 3.1 You must repay to us the amount of all credit provided to you and all fees and charges payable as stated in the Interest Free Finance Repayment Schedule (Schedule) given to you.
- 3.2 The Schedule sets out the minimum repayment instalments and frequency of repayments.
- 3.3 The repayment amount stated in the Schedule excludes any government duties applicable to the repayment.
- 3.4 You must make the minimum repayment instalments by credit card as per the "Customer Direct Debit Authority Form" or by any other manner approved by us.
- 3.5 Payments will be credited to your account on the due date.
- 3.6 You may repay the outstanding balance at any time.

4. FEES AND CHARGES

- 4.1 You must pay us all fees and charges payable as stated in each of the Credit Schedules or as set out in these Terms and Conditions.
- 4.2 There will be no interest charged on any credit provided.
- 4.3 You must repay on demand any money that we reasonably incur or spend in enforcing this Agreement, or protecting or recovering our rights under this Agreement.
- 4.4 If any payment you make by direct debit is dishonoured, we may charge you a Dishonour Fee of the amount listed in the Credit Schedule for any loss we reasonably suffer, or costs we reasonably incur, as a result of the dishonouring. In this situation, we will treat the payment as if it had never been made.

5. DEFAULT

- 5.1 You are in default if:
- (a) you do not pay on time all amounts due under this agreement; or
 - (b) you do something you agree not to do, or do not do something you agree to do under this agreement which has an adverse effect on us;
 - (c) you or another person on your behalf gives us or has given us materially incorrect or misleading information in connection with this agreement, or we reasonably believe you or another person has acted fraudulently in connection with this agreement; or

- Any credit given to you by your credit provider has not been used to acquire goods or services for which credit is to be provided under the agreement.

However, you will still have to pay any fees or charges incurred before you terminated the agreement.

4. Can I pay my credit agreement out early?

Yes. Pay your credit provider the amount required to pay out your credit agreement on the day you wish to end your agreement.

5. How can I find out the pay-out figure?

You can write to your credit provider at any time and ask for a statement of the pay-out figure as at any date you specify.

You can also ask for details of how the amount is made up.

Your credit provider must give you the statement within 7 days after you give your request to the credit provider.

You may be charged a fee for the statement.

6. Can my agreement be changed by my credit provider?

Yes, but only if your agreement says so.

7. Will I be told in advance if my credit provider is going to make a change in the agreement?

That depends on the type of change.

For example:

you get 20 days advance written notice for:

- A change in credit fees and charges; or
- Any other changes by your credit provider;

except where the change reduces what you have to pay or the change happens automatically under the agreement.

8. Is there anything I can do if I think that my agreement is unjust?

Yes. You should first talk to your credit provider. Discuss the matter and see if you can come to some arrangement.

If that is not successful, you may contact your credit provider's external dispute resolution scheme.

External dispute resolution is a free service established to provide you with an independent mechanism to resolve specific complaints.

Your credit provider's external dispute resolution provider is the Credit Ombudsman Service Limited and can be contacted at 1 300 780 808, info@fos.org.au, through the website www.fos.org.au.

Alternatively, you can go to court. You may wish to get legal advice, for example from your community legal centre or Legal Aid.

You can also contact ASIC, the regulator, for information on 1 300 300 630 or through ASIC's website at www.asic.gov.au.

GENERAL

9. What do I do if I cannot make a repayment?

Get in touch with your credit provider immediately. Discuss the matter and see if you can come to some arrangement.

You can ask your credit provider to change your agreement in a number of ways:

- To extend the term of your agreement and reduce payments; or
- To extend the term of your agreement and delay payments for a set time; or
- To delay payments for a set time.

10. What if my credit provider and I cannot agree on a suitable arrangement?

If the credit provider refuses your request to change the repayments, you can ask the credit provider to review this decision if you think it is wrong.

If the credit provider still refuses your request you can complain to the external dispute resolution scheme that your credit provider belongs to.

11. Can my credit provider take action against me?

Yes, if you are in default under your agreement. But the law says that you cannot be unduly harassed or threatened for repayments.

If you think you are being unduly harassed or threatened, contact the credit provider's external dispute resolution scheme or ASIC, or get legal advice.

12. Do I have any other rights and obligations?

Yes. The law will give you other rights and obligations. You should also READ YOUR Agreement carefully.

COMPLAINTS

If you have any complaints about your credit agreement, or want more information, contact your credit provider customer resolution team on 1 300 102 661 or email enquiries@ezy-way.com.au.

You must attempt to resolve your complaint with your credit provider before contacting your credit provider's external dispute resolution scheme.

If you have a complaint which remains unresolved after speaking to your credit provider you can contact your credit provider's external dispute resolution scheme or get legal advice.

External dispute resolution is a free service established to provide you with an independent mechanism to resolve specific complaints.

Your credit provider's external dispute resolution provider is the Financial Ombudsman Service Limited and can be contacted at 1 300 780 808 or email info@fos.org.au.

Financial Ombudsman Service Limited
GPO Box 3
Melbourne VIC 3001



**Please keep this information statement.
You may want some information
from it at a later date.**

Phone : 13001026601

FAX : 612 8011 1926



POWERED BY EZY-WAY