

This Loda V1 Agreement is made up of two documents: the Details and these General Terms. These should be read together.

These General Terms do not contain all the contract terms or all the information we are required by law to give you before the agreement is formed. Further terms and information are in the Details. Together, these General Terms and the Details make up the Loda V1 Agreement.

The meaning of capitalised words and some other key words is explained at the end of these General Terms. There is also a description of your major rights and obligations under the National Credit Code at the end of these General Terms.

### Scope of this contract

#### 1. Parties

This Loda V1 Agreement is between Loda Finance Pty Ltd ACN 648 427 721 of Unit 506, 113 Commercial Road, Teneriffe, QLD, 4005 (**Loda/we/us/our**) and the Borrower named in the Details (**Borrower/you/your**).

#### 2. About this Loda V1 Agreement

- 2.1 Loda offers a credit product where it will advance the Loan Amount and take custody of the Security. By submitting an application for credit, you agree to be bound by these terms and conditions.
- 2.2 The Loda V1 Agreement documents only become binding on us if you have signed the offer in the Details and we have accepted your offer.

#### 3. Conditions precedent to advance of Loan Amount

- 3.1 We are not required to advance any funds to you until you have transferred the Security into the Security Wallet.
- 3.2 We are not required to advance any funds to you until you have provided all information reasonably requested by us.
- 3.3 We are not required to advance any funds to you if, at the time of the proposed advance, the LVR would exceed 50% (even if the LVR would not have exceeded 50% at the time that you transferred the Security into the Security Wallet).
- 3.4 If the LVR exceeds 50% at the time we propose to advance funds to you, we may in our absolute discretion:
  - (a) rescind this Loda V1 Agreement immediately and return the Security by transferring it to the Customer Wallet; or
  - (b) reduce the Loan Amount to the nearest multiple of \$1,000 that would result in the LVR being less than or equal to 50%.
- 3.5 If you do not remedy any of the circumstances in clause 3.1 or 3.2 within 7 days of the

Commencement Date, we may rescind this Loda V1 Agreement without any further liability to us.

#### 4. Loan Amount and Loan Term

##### Loan Amount

- 4.1 Subject to clause 3, you offer to borrow money from us and, by executing this Loda V1 Agreement, we accept your offer and agree to lend you the Loan Amount specified in the Details. It is your responsibility to ensure the completeness and accuracy of the payment directions in the Details.
- 4.2 If the LVR falls below 50%, whether as a result of changes in the market value of the Security or you transferring additional Security to us, you may request further funds from us, up to the amount that would cause the LVR to be 50%. Our decision to increase the Loan Amount following a request to do so is in our absolute discretion and is subject to our responsible lending obligations under the National Credit Code.
- 4.3 Further credit under clause 4.2 will be deemed to be an increase in the Loan Amount and becomes part of the Loan Amount Total, repayable to us in accordance with clause 6.
- 4.4 We may carry out a review of your Loan Account at least annually. You must give us any information we reasonably ask for concerning your financial position and your performance under this Loda V1 Agreement.
- 4.5 If your Loan Account at any time has a credit balance, we will refund to you that credit balance.

#### 5. Security

- 5.1 You must transfer the Security to us to secure your obligations under this Loda V1 Agreement. You must transfer the Security in the relevant cryptocurrency to the Security Wallet.
- 5.2 We will hold the Security in a cold storage wallet which we own and control.
- 5.3 You agree that, for the purposes of the PPSA:
  - (a) this Agreement is a security agreement; and
  - (b) by transferring the Security to us in accordance with clause 5.1, you grant us a security interest in the collateral that is the cryptocurrency so transferred.
- 5.4 If you repay the Loan Amount Total at the end of the Loan Term and you do not owe any other amount to us, we will transfer the Security to the Customer Wallet within 24 hours or as soon as reasonably practicable after the end of the Loan Term.
- 5.5 You are solely responsible for ensuring that the Customer Wallet information provided to us is correct. We are not responsible for any loss that you suffer as a result of the Customer Wallet details being incorrect if, pursuant to clause 5.4 we transfer the Security to the Customer Wallet specified in the Details.

#### 6. What you must pay

You must repay to us all amounts you borrow from us, and you must pay us interest charges, all fees

and charges (if any) and other amounts as specified under this Loda V1 Agreement.

## **7. Repayments**

- 7.1 The Loda Dashboard will set out the amount you must pay, how you may pay it and when it must be paid.
- 7.2 That amount will consist of:
- (a) your Repayment Amount – this amount is payable by the due date shown on the Loda Dashboard;
  - (b) any Overdue Amount – this amount is payable immediately if not paid already;
  - (c) any other amount due under this Loda V1 Agreement which is payable on demand, such as enforcement expenses.
- 7.3 At any time that the Balance Owing on your Loan Account is greater than zero, you must pay the Repayment Amount by the due date (specified on the Loda Dashboard).
- 7.4 You must pay the Repayment Amount by the due date and you may pay more or all of the Balance Owing on your Loan Account if you wish. Unless we agree otherwise, your obligation to continue to make repayments on the dates and in the amounts due under this Loda V1 Agreement is not changed or affected by any prepayment.
- 7.5 Your obligation to pay the Repayment Amount does not affect your obligation to pay the whole or part of the Loan Amount Total on our demand or as payable immediately as set out in this Loda V1 Agreement.
- 7.6 We may apply any amount we receive from you to any part of the Balance Owing on your Loan Account in any order we choose.
- 7.7 If you do not make the Repayment Amount by the due date, we may suspend the operation of your Loan Account until we receive payment.

### **Repayments due**

- 7.8 Your repayment frequency (weekly, fortnightly, monthly or single balloon repayment) is set out in the Details.
- 7.9 If you are making regular repayments, after your first repayment, repayments are due:
- (a) for monthly repayments, on the same day as the first repayment in each following month. If for any payment there is no corresponding day to the day the previous monthly payment was made, the repayment is due on the last day of that month;
  - (b) for fortnightly repayments, every 14 days after the first repayment; or
  - (c) for weekly repayments, every 7 days after the first repayment.
- 7.10 If you are making a single balloon repayment, the Total Amount Owing must be paid immediately at the end of the Loan Term.

### **Repayments due on a non-Business Day**

- 7.11 If a repayment is due on a day which is not a Business Day, you may make the repayment on the next Business Day. However, if that means that the repayment would be made in the next calendar

month, then the repayment is payable on the last Business Day of the calendar month in which the repayment is due.

### **Changes to repayment amounts**

- 7.12 Your actual repayment may vary if the amount or frequency of any fee or charge (if any) changes or a new fee or charge is introduced.
- 7.13 We may change the amount of repayments as necessary to ensure that the Loan Amount and all other amounts you must pay are repaid within the Loan Term (for example, to make up for any repayments you have made late).
- 7.14 If a change increases your Repayment Amount, we will notify the increase to you in writing (in accordance with clause 18) before the increase takes effect.

### **Early repayment**

- 7.15 You are entitled to repay the Loan Amount Total or any payment due under this Loda V1 Agreement at any time before the Loan Amount due date.
- 7.16 No deduction in any fees or charges (if any) due under this Loda V1 Agreement will be made as a result of the early payment made by you.

### **Payment methods**

- 7.17 Unless we agree otherwise, you must pay your repayments by permitting us to debit amounts directly from an account you have with a financial institution. You must not cancel any direct debit authorisation you give us or close the account referred to in any direct debit authorisation unless you first give us another direct debit authorisation acceptable to us. You must also ensure there is enough money in the account to meet each debit.
- 7.18 We are unable to accept payments by:
- (a) international drafts, cheques or currency;
  - (b) traveller's cheque;
  - (c) credit card; or
  - (d) cash.
- 7.19 Repayments are not treated as made to the Loan Account until they are cleared.
- 7.20 You must pay any amount due under this Loda V1 Agreement without deduction or set-off (and irrespective of any counterclaim) whatsoever. If you believe that we owe you an amount, you may raise that claim with us separately. You agree that we may set-off any amount owed by us under this Loda V1 Agreement against any amount owed to us under this Loda V1 Agreement or any other contract between you and us, and that our liability to make payment will be reduced by the extent of any such set-off.

### **Repayment on demand**

- 7.21 We may demand that you repay the whole or part of the Loan Amount Total at any time by giving you 30 days' notice in writing. You do not need to be in Default under this Loda V1 Agreement for us to do so. You must repay in full the amount we demand at the time we specify in the demand.

7.22 You acknowledge that there is no agreement, arrangement or understanding between you and us that we may demand repayment only when a particular event occurs or does not occur.

## **8. Other Amounts**

8.1 You must pay us:

- (a) all fees and charges in the circumstances indicated in the Details and any changed or new fee or charge notified to you;
- (b) an amount equal to any government charges and duties on receipts or withdrawals under this Loda V1 Agreement, calculated in accordance with the relevant legislation; and
- (c) when we ask, any reasonable expenses we reasonably incur in enforcing this Loda V1 Agreement after you are in Default (including the use of our staff and facilities).

8.2 You authorise us to debit these amounts to your Loan Account. We may do so on or after the date we pay them or the date they become due or payable by you or us (whichever is earlier).

## **9. Interest charges**

9.1 You must pay us interest charges for each day on the Balance Owing on your Loan Account for the end of each day. Interest charges are calculated daily at the Annual Percentage Rate applying to the Balance Owing on your Loan Account for that day on the basis of a 365 day year (including in a leap year).

9.2 The interest charges accrue daily on the Balance Owing on your Loan Account. They are debited:

- (a) at the end of the Loan Term, if you elect a single balloon repayment;
- (b) monthly, if you elect monthly repayments;
- (c) fortnightly, if you elect fortnightly repayments; or
- (d) weekly, if you elect weekly repayments, to your Loan Account as at the last day of each repayment period, and on the last day (if any) that you have your Loan Account.

### **Annual Percentage Rate**

9.3 The Annual Percentage Rate that applies to your loan will be the rate specified in the Details.

## **10. Liquidation**

10.1 We will send you a warning when the Security reaches the following thresholds:

- (a) 70% (warning notification)
- (b) 83.3% (partial liquidation)
- (c) 90% (liquidation).

10.2 For each day the LVR remains above 80%, we will send you a reminder.

10.3 You may reduce the LVR on your Loan Account by either:

- (a) paying money to us to reduce the Balance Owing on your Loan Account; or
- (b) transferring cryptocurrency to us as additional Security.

Please be aware that the Security is a fluctuating asset and the LVR may still increase. If you pay money to us to reduce the Balance Owing on your

Loan Account, that amount will be taken to reduce the Loan Amount for the purpose of calculating the LVR for the remainder of the term of this Loda V1 Agreement.

10.4 **Notwithstanding clause 10.3, if the LVR exceeds 90% at any time, we will sell the Security to satisfy the Balance Owing on your Loan Account, without giving prior notice to you.**

10.5 You agree that our exercise of rights under clause 10.4 constitutes seizure of the Security for the purposes of the PPSA and that we are not required to give notice of seizure under the PPSA.

10.6 To the maximum extent permitted by law, you waive any right under the PPSA to receive any notice that we would otherwise be required to give you under the PPSA.

10.7 We are not responsible for any loss that you may suffer as a result of the exercise or non-exercise of our rights under clause 10.4.

## **11. Default**

11.1 You are in Default if:

- (a) we are unable to liquidate the Security in accordance with clause 10.4; or
- (b) you give, or another person gives, us fraudulent information in connection with this Loda V1 Agreement that would render this Loda V1 Agreement unenforceable.

### **What can happen then?**

11.2 Subject to any obligations we may have to serve you with a notice or give you an opportunity to remedy a Default, if a Default occurs, we may do any one or more of the following:

- (a) cancel all or any part of the Loda V1 Agreement;
- (b) make the Loan Amount Total immediately due for payment or payable on demand (to the extent it is not already due for payment); or
- (c) enforce our rights under this Loda V1 Agreement.

## **12. Loan account and transactions**

12.1 You authorise us to open a Loan Account in your name and to debit to it each part of the amount you borrow on the date we lend it and any amount which you must pay under this Loda V1 Agreement on or after the date it becomes due, without first notifying you.

12.2 We may assign any date we consider appropriate to a debit or credit to your Loan Account. However, for a debit that date will not be earlier than the date on which a debit occurs. We will credit payments to your Loan Account as soon as practicable after we receive them. This is not necessarily on the same day that you pay.

12.3 We may subsequently adjust debits and credits to the Loan Account and the Balance Owing on your Loan Account so as to accurately reflect the legal obligations of you and us (for example, because of an error or because a direct debit authority is dishonoured). If we do this, we may make consequential changes (including interest charges).

## General Terms and Conditions

### 13. Verification of identity

By submitting this application, you acknowledge that you are personally liable for performing the obligations set out in this Loda V1 Agreement and for paying all monies due under this Loda V1 Agreement. You agree to provide us with all information (including your personal information, such as your name, address and date of birth) or documentation reasonably required by us to enable us to verify your identity in accordance with the *Anti-Money Laundering and Counter-Terrorism Financing Act 2006* (Cth). You consent to us using and disclosing such information for this purpose. You warrant that all such information provided to us is true and correct and acknowledge that if we are unable to verify your identity as required, we will not be able to provide the services under this Loda V1 Agreement to you.

### 14. Statements

14.1 We may give statements, notices and other information (**Information**):

- (a) by email; or
- (b) by making them available on the Loda Dashboard, provided we:
  - a. tell you by email or SMS message that this Information is available; and
  - b. allow you to readily access and store this Information.

14.2 You must check the entries on the Loda Dashboard carefully and must tell us as soon as possible if you notice any error or unauthorised transaction on your Loan Account.

14.3 If you enrol to receive Information by email or by accessing the Loda Dashboard, you will not generally receive paper copies unless you specifically ask for them. We may, however (but are not obliged to), send you paper copies from time to time at our discretion.

14.4 You may change your mind and ask to get Information by mail at any time by contacting our support team. You can do this by sending an email to hello@loda.com.au.

14.5 If you enrol to receive Information by email, we will send all the Information to the most recent email address that you gave us. You must tell us if your email address changes as soon as possible. You may do this by contacting our support team.

14.6 If you enrol to receive Information through the Loda Dashboard, we will send you an SMS message whenever new Information is available for you. We will send this information to the most recent mobile phone number that you gave us. You must tell us as soon as possible if your mobile phone number has changed. You may do this by contacting our support team.

14.7 If you enrol to receive Information by email or in some other electronic form, you must check electronic communications regularly for such information.

### Repayment Reminders

14.8 Before each due date for a repayment, we will send you a SMS message to the mobile phone number that you provided to us, confirming the amount that needs to be repaid, the due date and providing a link to the Loda Dashboard with further information. This SMS message is not a statement of account, and serves simply as a reminder.

### 15. Our obligations

We will comply with all applicable laws (including the National Credit Code, if applicable) and administrative requirements for the performance of our obligations under this Loda V1 Agreement and to carry out the transactions contemplated by this Loda V1 Agreement.

### 16. Your obligations and liabilities

16.1 You indemnify us against any loss or claim we may suffer due to your material breach of this Loda V1 Agreement, a breach of your warranties as set out in clause 17, your negligence in relation to this Loda V1 Agreement, or otherwise due to your acts or omissions, with our recourse to such indemnity to be limited to the amount which we would otherwise be able to recover at general law for your breach of contract or negligence in respect of this Loda V1 Agreement, plus legal costs on a full indemnity basis.

### 17. Warranties

14.1 You represent and warrant to us that:

- (a) you have provided us with sufficient information about your income and expenses which is able to be verified by us;
- (b) all information and supporting documentation provided to us is, to the best of your knowledge, true and correct;
- (c) you will advise us of any change in circumstances which affects, or is likely to affect, the accuracy of any of the above warranties, or your ability to pay the Loan Amount Total by the Loan Amount Due Date;
- (d) you own any cryptocurrency that you transfer to us as Security or are acting with the authority of the owner of the cryptocurrency in transferring it to us as Security; and
- (e) the owner of the Customer Wallet is the same person who owned the cryptocurrency immediately prior to it being provided as Security.

14.2 Unless required by law, we do not guarantee continuous, uninterrupted or secure access to credit, and we make no representations or warranties regarding the amount of time needed to complete processing of credit applications.

### 18. Communications and billing

18.1 Notices and statements under this Loda V1 Agreement must be sent in writing, including in electronic form via email or SMS, unless otherwise stated.

18.2 Communications from us to you may be:

- (a) sent electronically by email or SMS;
  - (b) given personally;
  - (c) left at your residential or business address last known to us;
  - (d) sent by post to your postal or residential or business address last known to us; or
  - (e) given in any other way permitted by law.
- 18.3 Communications from you to us must be:
- (a) sent to the relevant email address as notified to you from time to time;
  - (b) given personally to one of our employees at the address stated in the Details or as otherwise notified to you from time to time; or
  - (c) sent by prepaid post to the address stated in the Details or as otherwise notified to you from time to time; or
  - (d) given in any other way permitted by law.
- 18.4 Unless the sender receives evidence to the contrary, a notice shall be taken to be delivered:
- (a) in the case of delivery by hand, when delivered;
  - (b) in the case of delivery by post, on the third (seventh, if sent to an address outside Australia) day after the date of posting; or
  - (c) in the case of delivery by email or SMS, at the time of sending.
- 18.5 By submitting this application, you agree that we can:
- (a) contact you via any phone number or address that you provide to us; and
  - (b) provide any notices by electronic communication.
- 18.6 The electronic communication methods we will use are email and SMS. You must provide us with a valid email address so that we can communicate with you, and you must inform us immediately if your email address changes by emailing hello@loda.com.au.
- 18.7 We may serve any document in a court action (including a writ of summons, other originating process or third or other party notice) on you by delivering it to your residential address in the Details (or any changed residential address notified to us) or by leaving it there. This does not prevent any other method of service.

## **19. Changes**

- 19.1 Subject to these General Terms and the Details, we may change any provision (other than the Annual Percentage Rate) of this Loda V1 Agreement without your consent, including changing:
- (a) the way we calculate or apply interest; and
  - (b) the way we calculate repayments or when they are due,
- for one or more of the following reasons:
- (a) to comply with any change or anticipated change in any relevant law, code of practice or guidance;
  - (b) to reflect any decision of a court, ombudsman or regulator;
  - (c) to reflect a change in our systems or procedures including for security reasons;
  - (d) as a result of changed circumstances (including by adding benefits or new features);

- (e) to respond proportionately to changes in the cost of providing the Loan Amount; or
- (f) to make the provisions of this Loda V1 Agreement clearer.

- 19.2 We will not change any fee or charge, or introduce a new fee or charge, unless the change is required to comply with any change or anticipated change in any relevant law (in which case, we may make the relevant change to this Loda V1 Agreement without your consent).
- 19.3 We will not change any provision of this Loda V1 Agreement if any applicable law (such as the National Credit Code) prohibits the change.
- 19.4 We will give you at least 20 days' notice in writing of any change.
- 19.5 The fees and charges shown in the Details are current at the Disclosure Date.

## **20. National Credit Code**

- 20.1 This clause applies to the extent that the National Credit Code applies to this Loda V1 Agreement.

### **20.2 If:**

- (a) the National Credit Code would otherwise make a provision of this Loda V1 Agreement illegal, void or unenforceable; or
- (b) a provision of this Loda V1 Agreement would otherwise contravene a requirement of the National Credit Code or impose an obligation or liability which is prohibited by the National Credit Code,

this Loda V1 Agreement is to be read as if that provision were varied to the extent necessary to comply with the National Credit Code or, if necessary, omitted.

## **21. How we may exercise our rights**

- 21.1 We may exercise a right or remedy or give or refuse our consent in any way we reasonably consider appropriate including by imposing conditions.
- 21.2 If we do not exercise a right or remedy fully at a given time, we can still exercise it later.
- 21.3 Our rights and remedies under this Loda V1 Agreement are in addition to other rights and remedies provided by law independently of it.
- 21.4 We are not liable for loss caused by the exercise or attempted exercise of, failure to exercise, or relay in exercising, a right or remedy.

## **22. Problems, errors and complaints**

- 22.1 You agree that we may fill in any blanks in any document related to this Loda V1 Agreement (such as an acknowledgment).
- 22.2 If you have a problem or complaint about the Loan Account or believe an error has been made, you should speak to our support team. You can do this by sending an email to hello@loda.com.au.
- 22.3 To assist us in resolving your problem or complaint, you should:
- (a) report it promptly;
  - (b) state clearly the nature of the problem or your particular grievance; and
  - (c) have available all relevant documents.
- 22.4 We aim to:

- (a) acknowledge receipt of all complaints within 5 Business Days; and
  - (b) resolve all complaints within 21 days.
- 22.5 We may request additional documentation from you to assist us in resolving your complaint, and you must provide all reasonable assistance to us to facilitate us in resolving your complaint.
- 22.6 Where we cannot resolve a complaint within 21 days, we will notify you of the reason for the delay as well as an indication of when we expect to resolve the complaint or dispute.
- 23. Applicable law**  
This Loda V1 Agreement is governed by the law in force in the place where you reside as at the date of our acceptance of your offer. You agree to submit to the non-exclusive jurisdiction of the courts that have jurisdiction under the law of that place, and the law of the Commonwealth of Australia, if applicable.
- 24. GST**
- 24.1 Words or expressions used in this clause that are defined in *A New Tax System (Goods and Services Tax) Act 1999* (Cth) (**GST Act**) have the same meaning given to them in that Act.
- 24.2 If we are liable to pay goods and services tax (**GST**) or any similar tax on a supply made in connection with this Loda V1 Agreement, you must pay us an additional amount equal to the consideration payable for the supply multiplied by the prevailing GST rate.
- 25. Privacy Policy**  
Your privacy is very important to us, which is why we have created a separate Privacy Policy in order to explain in detail how we collect, manage, process, secure, and store your personal information. You can access our Privacy Policy at this [link](#).
- 26. Entire Agreement**  
Unless otherwise stated, and to the maximum extent permitted by law, these General Terms and the Details constitute the entire agreement of the parties about their subject matter and supersede all other representations, arrangements or agreements. Other than as expressly set out in these General Terms and the Details, you agree that you have not relied on any representation made by or on our behalf.
- 27. Termination**  
Any party may terminate this Loda V1 Agreement at any time upon providing reasonable written notice to the other parties. You are required to pay all amounts owing to us under this Loda V1 Agreement within two Business Days of termination of the Loda V1 Agreement.
- 28. Assignment and other dealings**
- 28.1 We may assign, novate, or otherwise deal with our rights under this Loda V1 Agreement in any way we consider appropriate without your consent. We will notify you in advance of any assignment. You must

execute all documents which in our opinion are necessary for these purposes.

- 28.2 You must not assign, novate, transfer, or deal with your rights or obligations under this Loda V1 Agreement without our written consent.

**29. Difficulties in paying**

If you have difficulties paying any amount you owe us under this Loda V1 Agreement, you should contact us as soon as possible. Any variation to these terms shall be subject to written agreement between the parties.

**30. Consumer Law**

Nothing in this Loda V1 Agreement is intended to exclude, restrict or modify any non-excludable provision of the Consumer Laws, including by limiting our liability or imposing liability on you in a manner which would be considered unfair under the Consumer Laws.

**31. Definitions and Interpretation**

**Annual Percentage Rate** means the rate specified in the Details.

**Balance Owing on your Loan Account** means, for a Loan Account, at any time, the difference between all amounts credited and all amounts debited to the Loan Account at that time. When this amount is to be calculated for the end of a day, it includes all debits and credits assigned to that day.

**Business Day** means a day other than a Saturday, Sunday or public holiday in Queensland, Australia.

**Commencement Date** means the date we transfer the Loan Amount to you.

**Consumer Laws** means the *Australian Securities and Investments Commission Act 2001* (Cth) and the *Competition and Consumer Act 2010* (Cth).

**Customer Wallet** means the cryptocurrency wallet identified in the Details.

**Default** means the circumstances described in clause 11.1.

**Details** means the document titled "Loda V1 Agreement Details" we provide to you when we offer you the Loan (and which forms part of the Loda V1 Agreement).

**Disclosure Date** means the date stated in the Details.

**General Terms** means these Loda V1 General Terms and Conditions.

**Loan** means a personal loan (as set out in the Details) which we provide to you under this Loda V1 Agreement.

**Loan Account** means, for a Loan, the account we establish in your name for recording all transactions in connection with the Loan.

**Loan Amount** means the total amount of credit that we will provide under this Loda V1 Agreement, as specified in the Details.

**Loan Amount Total** means, at any time, the Balancing Owing on your Loan Account at the time, plus all accrued interest charges and other amounts which you must pay under this Loda V1 Agreement

but which have not been debited to your Loan Account at that time.

**Loan Term** means the term of the loan as set out in the Details.

**Loda Dashboard** means the webpage through which you lodge your Loda V1 Application.

**Loda V1 Agreement** means these General Terms and the Details.

**LVR** means, at any time, the Loan Amount divided by the market value of the Security at that time (multiplied by 100% to be expressed as a percentage).

**Market Value** of the Security means, at any time, the "last price" quoted for the Security against AUD by Chainlink at [data.chain.link](https://data.chain.link).

**National Credit Code** means Schedule 1 to the *National Consumer Credit Protection Act 2009* (Cth).

**Overdue Amount** means any part of a Repayment Amount that was not paid by the due date set out in the relevant statement for a Statement Period.

**PPSA** means the *Personal Property Securities Act 2010* (Cth) and any regulations made under that Act

**Repayment Amount** means the amount owing as set out on the Loda Dashboard.

**Security** means, at any time, the amount, in the relevant cryptocurrency, specified in the Details, plus any additional cryptocurrency that you transfer to us under this Loda V1 Agreement, less any cryptocurrency that we sell in exercise of our rights under this Loda V1 Agreement;

**Security Wallet** means the cryptocurrency wallet identified in the Details;

A reference to:

- (a) any thing includes the whole and each part of it;
- (b) a document includes any variation or replacement of it;
- (c) law means common law, principles of equity, and laws made by parliament (and laws made by parliament include regulations and other instruments under them, and consolidations, amendments, re-enactments or replacement of them);
- (d) the words "including", "for example" or "such as" when introducing an example, do not limit the meaning of the words to which the example relates to that example or examples of a similar kind;
- (e) the word person includes an individual, a firm, a body corporate, an unincorporated association or an authority;
- (f) the singular includes the plural and vice versa; and
- (g) headings are for convenience only and do not affect the interpretation of this Loda V1 Agreement.

## **Things you should know about your proposed credit contract**

This statement tells you about some of the rights and obligations of yourself and your credit provider. It does not state the terms and conditions of your contract.

If you have any concerns about your contract, contact the credit provider and, if you still have concerns, the AFCA scheme, or get legal advice.

### **The contract**

#### **1 How can I get Details of my proposed credit contract?**

Your credit provider must give you a precontractual statement containing certain information about your contract. The precontractual statement, and this document, must be given to you before—

- your contract is entered into; or
- you make an offer to enter into the contract;

whichever happens first.

#### **2 How can I get a copy of the final contract?**

If the contract document is to be signed by you and returned to your credit provider, you must be given a copy to keep. Also, the credit provider must give you a copy of the final contract within 14 days after it is made. This rule does not, however, apply if the credit provider has previously given you a copy of the contract document to keep.

If you want another copy of your contract, write to your credit provider and ask for one. Your credit provider may charge you a fee. Your credit provider has to give you a copy—

- within 14 days of your written request if the original contract came into existence 1 year or less before your request; or
- otherwise within 30 days of your written request.

#### **3 Can I terminate the contract?**

Yes. You can terminate the contract by writing to the credit provider so long as—

- you have not obtained any credit under the contract; or
- a card or other means of obtaining 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 contract.

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

#### **4 Can I pay my credit contract out early?**

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

#### **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 Will I pay less interest if I pay out my contract early?**

Yes. The interest you can be charged depends on the actual time money is owing. However, you may have to pay an early termination charge (if your contract permits your credit provider to charge one) and other fees.

#### **7 Can my contract be changed by my credit provider?**

Yes, but only if your contract says so.

#### **8 Will I be told in advance if my credit provider is going to make a change in the contract?**

That depends on the type of change. For example—

- you get at least same day notice for a change to an annual percentage rate. That notice may be a written notice to you or a notice published in a newspaper.
- you get 20 days advance written notice for—
  - a change in the way in which interest is calculated; or
  - 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 contract.



**9 Is there anything I can do if I think that my contract 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 the AFCA scheme. The AFCA scheme is a free service established to provide you with an independent mechanism to resolve specific complaints. The AFCA scheme can be contacted at 1800 931 678, by writing to GPO Box 3 Melbourne, VIC 3001, emailing [info@afca.org.au](mailto:info@afca.org.au) or by lodging a complaint online at [www.afca.org.au](http://www.afca.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 1300 300 630 or through ASIC's website at <http://www.asic.gov.au>.

**Insurance**

**10 Do I have to take out insurance?**

Your credit provider can insist you take out or pay the cost of types of insurance specifically allowed by law. These are compulsory third party personal injury insurance, mortgage indemnity insurance or insurance over property covered by any mortgage. Otherwise, you can decide if you want to take out insurance or not. If you take out insurance, the credit provider can not insist that you use any particular insurance company.

**11 Will I get Details of my insurance cover?**

Yes, if you have taken out insurance over mortgaged property or consumer credit insurance and the premium is financed by your credit provider. In that case the insurer must give you a copy of the policy within 14 days after the insurer has accepted the insurance proposal.

Also, if you acquire an interest in any such insurance policy which is taken out by your credit provider then, within 14 days of that happening, your credit provider must ensure you have a written notice of the particulars of that insurance.

You can always ask the insurer for Details of your insurance contract. If you ask in writing, your insurer must give you a statement containing all the provisions of the contract.

**12 If the insurer does not accept my proposal, will I be told?**

Yes, if the insurance was to be financed by the credit contract. The insurer will inform you if the proposal is rejected.

**13 In that case, what happens to the premiums?**

Your credit provider must give you a refund or credit unless the insurance is to be arranged with another insurer.

**14 What happens if my credit contract ends before any insurance contract over mortgaged property?**

You can end the insurance contract and get a proportionate rebate of any premium from the insurer.

**Mortgages**

**15 If my contract says I have to give a mortgage, what does this mean?**

A mortgage means that you give your credit provider certain rights over any property you mortgage. If you default under your contract, you can lose that property and you might still owe money to the credit provider.

**16 Should I get a copy of my mortgage?**

Yes. It can be part of your credit contract or, if it is a separate document, you will be given a copy of the mortgage within 14 days after your mortgage is entered into.

However, you need not be given a copy if the credit provider has previously given you a copy of the mortgage document to keep.

**17 Is there anything that I am not allowed to do with the property I have mortgaged?**

The law says you can not assign or dispose of the property unless you have your credit provider's, or the court's, permission. You must also look after the property. Read the mortgage document as well. It will usually have other terms and conditions about what you can or can not do with the property.

**18 What can I do if I find that I can not afford my repayments and there is a mortgage over property?**

See the answers to questions 22 and 23.

Otherwise you may—

- if the mortgaged property is goods — give the property back to your credit provider, together with a letter saying you want the credit provider to sell the property for you;
- sell the property, but only if your credit provider gives permission first;

OR

- give the property to someone who may then take over the repayments, but only if your credit provider gives permission first.

If your credit provider won't give permission, you can contact the AFCA scheme for help.

If you have a guarantor, talk to the guarantor who may be able to help you.

You should understand that you may owe money to your credit provider even after the mortgaged property is sold.

### **19 Can my credit provider take or sell the mortgaged property?**

Yes, if you have not carried out all of your obligations under your contract.

### **20 If my credit provider writes asking me where the mortgaged goods are, do I have to say where they are?**

Yes. You have 7 days after receiving your credit provider's request to tell your credit provider. If you do not have the goods you must give your credit provider all the information you have so they can be traced.

### **21 When can my credit provider or its agent come into a residence to take possession of mortgaged goods?**

Your credit provider can only do so if it has the court's approval or the written consent of the occupier which is given after the occupier is informed in writing of the relevant section in the National Credit Code.

## **General**

### **22 What do I do if I can not 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 contract in a number of ways—

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

### **23 What if my credit provider and I can not 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 AFCA scheme. Further Details about this scheme are set out below in question 25.

### **24 Can my credit provider take action against me?**

Yes, if you are in default under your contract. But the law says that you can not be unduly harassed or threatened for repayments. If you think you are being unduly harassed or threatened, contact the AFCA scheme or ASIC, or get legal advice.

### **25 Do I have any other rights and obligations?**

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

**IF YOU HAVE ANY COMPLAINTS ABOUT YOUR CREDIT CONTRACT, OR WANT MORE INFORMATION, CONTACT YOUR CREDIT PROVIDER. YOU MUST ATTEMPT TO RESOLVE YOUR COMPLAINT WITH YOUR CREDIT PROVIDER BEFORE CONTACTING THE AFCA SCHEME. IF YOU HAVE A COMPLAINT WHICH REMAINS UNRESOLVED AFTER SPEAKING TO YOUR CREDIT PROVIDER YOU CAN CONTACT THE AFCA SCHEME OR GET LEGAL ADVICE.**

**THE AFCA SCHEME IS A FREE SERVICE ESTABLISHED TO PROVIDE YOU WITH AN INDEPENDENT MECHANISM TO RESOLVE SPECIFIC COMPLAINTS. THE AFCA SCHEME CAN BE CONTACTED AT 1800 931 678, BY WRITING TO GPO BOX 3 MELBOURNE, VIC 3001, EMAILING INFO@AFCA.ORG.AU OR LODGING A COMPLAINT ONLINE AT WWW.AFCA.ORG.AU.**

**PLEASE KEEP THIS INFORMATION STATEMENT. YOU MAY WANT SOME INFORMATION FROM IT AT A LATER DATE.**