

ELECTRONIC TRANSACTIONS PERMISSION AGREEMENT

Agreement to communicate by email, SMS or fax

These words and expressions have the following meaning when used in this Agreement:

“Rapid Loans” means Rapid Loans Pty Ltd ACN 103 660 546 (Australian Credit Licence Number 388847) and each of its related bodies corporate, including Rapid B2B Pty Ltd ACN 635 079 113 (Australian Credit Licence Number 518455) and Precise Transactions Pty Ltd ACN 126 686 879 (Australian Credit Licence Number 388834).

“You” or **“Your”** means the Consumer/s who have applied for funds from Rapid Loans. If there is more than one of You, it includes any one or more of You.

This Agreement is between:

Rapid Loans

and

You

This Agreement is to apply to all future communications between the above listed parties, subject to the terms and conditions included.

The Need for This Agreement

Rapid Loans cannot communicate legally with You by email, SMS or fax, without your consent. Please read this permission to communicate agreement and indicate your consent for Rapid Loans to communicate with You electronically.

This Agreement is in accordance with the mandatory requirements of the *Electronic Transactions Act 1999* (as amended).

The Agreement seeks the consent of You (the intending Consumer) to allow Rapid Loans, its representatives, employees and agents, to contact You by email, SMS or fax.

Such to involve the electronic formation and communication of documentation, as may be required by legislation and regulation and/or commercial practice, from time to time and where relevant. This including, but not limited to, credit guides, pre-contractual statements and credit contracts (the last two may be the same document in part or whole) and all manner of other relevant business communications. This being with the exception of default notices which shall be provided in hard copy and mailed by Australia Post.

Terms and Conditions

You hereby agree that:

1. after the commencement of this Agreement, permission is granted for information associated with any arrangement concerning the provision of credit, by Rapid Loans, to be transferred to You by electronic means including, but not limited to, email, SMS and fax;
2. after the commencement of this Agreement, any information electronically transferred to You, by Rapid Loans, to the electronic address/es provided by You in your application submitted to Rapid Loans or provided by You to Rapid Loans at a later date, will be readily accessible for subsequent reference. Such accessibility will remain available for any future communications associated with the arrangement and/or provision of credit, by Rapid Loans;
3. the signature or identifier used by Rapid Loans, in any such communication, will reliably identify Rapid Loans and will be accepted by You as the signature or identifier of Rapid Loans;
4. You will accept scanned paper documents included in any electronic communication, as if they were hard copies; and

5. at the time of entering into this Agreement and thereafter, such scanned paper documents will be filed electronically, so that they are retrievable for later reference from your system;
6. receipt of such electronically transferred communication is deemed to be when the message enters the system;
7. You will regularly check your system for electronically transferred communications;
8. at the time of entering into this Agreement and thereafter, any electronic communication received by your system can be printed and kept in storage in hard copy, or kept on file in electronic format;
9. You accept that communications capable of being legally transferred electronically, by Rapid Loans, will no longer be available in hard copy or print;
10. You will provide 24 hours' notice should You choose to withdraw permission for Rapid Loans to communicate electronically;
11. You accept that the inclusion of the above terms in this Agreement constitutes notice in writing to Rapid Loans;
12. You will inform Rapid Loans of any change to your system's capabilities during the term of this Agreement, as may reasonably interfere with one or more of the above provisions, as soon as reasonably practicable, to ensure effective electronic communications between the parties to this Agreement.

You further agree that:

1. your permission to accept electronically transferred communications may be withdrawn at any time;
2. it is the responsibility of You, at the time of entering this Agreement, to confirm that your system has the capabilities listed above and to maintain such capabilities;
3. Rapid Loans is not liable for any damage whatsoever, caused directly or indirectly by the failure of You
to advise Rapid Loans, during the term of the loan arranged or provided by Rapid Loans or thereafter, of any problem with your system that precludes any of the above from successfully occurring;
4. Rapid Loans is not liable for any damage whatsoever, caused directly or indirectly by the failure of You
to advise Rapid Loans, during the term of the loan arranged or provided by Rapid Loans in the event that any relevant address changes in the future and you fail to inform Rapid Loans of that change;
5. Rapid Loans is not liable for any damage whatsoever caused directly or indirectly, due to the failure of You to rectify the problem with your system occurring during the term of the loan arranged or provided by Rapid Loans, that precludes any of the above from successfully occurring; and
6. the transferred information will be on Rapid Loans' system for a reasonable time and capable of transfer and download to a file for storage and later retrieval by You.

IMPORTANT

Please do not proceed to consider any other documents and/or request for information, until You have consented to this Agreement, to indicate that You give permission for Rapid Loans to communicate with You by electronic means (email, SMS and/or fax), concerning the arrangement and/or provision of credit, at any time after entering into this Agreement.

The parties to this Agreement acknowledge that they have carefully read and fully understand and accept the terms and conditions as provided in this Agreement.