

# RETAIL INSTALMENT PLAN TERMS AND CONDITIONS

## 1. Introduction

- 1.1. Please read the Agreement carefully.
- 1.2. The Facility is only available to individuals aged 18 years or older who are permanent residents of Ireland and for personal or household (and not business, trade or professional) purposes.
- 1.3. To enter into the Agreement you must:
  - (a) satisfy our eligibility requirements;
  - (b) complete our on-line application process;
  - (c) confirm your Payment Method; and
  - (d) provide the documents and information we (or our agents) may request.
- 1.4. You become legally bound by the Agreement when you complete our on-line application process, namely by entering the Acceptance Code.

## 2. Definitions and interpretation

- 2.1. The following expressions have the following meanings in the Agreement:

**Acceptance Code** means the four (4) digit pin code supplied to you by us by either SMS (text) message and/or email and which you must use if you wish to accept our offer of the Facility and to be bound by the Agreement.

**Acceptance Pages** means the "Acceptance Pages" commencing on the first page of the Agreement. For clarity, the Acceptance Pages comprise the:

- (a) Important Information Section; and
- (b) Acknowledgements and Acceptance Section.

**Account** means the account we set up to record transactions under the Facility.

**Account Keeping Fee** means the "Account Keeping Fee" specified in the Fee Table.

**Acknowledgements and Acceptance Section** means the section of the Acceptance Pages which is headed "Acknowledgements and Acceptance".

**Additional Payment** has the meaning given in clause 11.1 (*Right to repay the Facility early*).

**Agreement** means the agreement between you and us comprising the:

- (a) Acceptance Pages; and
- (b) Terms and Conditions.

**Agreement Date** means the "Agreement Date" specified in the Important Information Section and the Acknowledgements and Acceptance Section. For clarity, the Agreement Date is the date the Agreement becomes effective, namely the date you provide us with your Payment Method and we validate that Payment Method.

**Application Fee** means (if any) the "Application Fee" specified in the Fee Table.

**APR** means (as at the Start Date) the "APR" specified in the Important Information Section. The APR is the "annual percentage rate" calculated in accordance with the CCA Regulations. The APR is calculated based on the Standard Variable Rate and (where applicable) the Special Interest Rate. The APR will go up or down in accordance with

variations in the Standard Variable Rate and (where applicable) the Special Interest Rate.

**Business Day** means a day (other than a Saturday or Sunday or a public holiday in Ireland) on which our offices in Dublin and banks in Dublin are open for business.

**CCA Regulations** means the *European Communities (Consumer Credit Agreements) Regulations 2010* as amended or replaced from time to time.

**Customer Portal** means the on-line portal which we make available to you to allow you access to the Account. The terms and conditions applicable, from time to time, to the Customer Portal are specified on our website.

**Default** occurs if you:

- (a) fail to pay on time any amount due under the Agreement;
- (b) break any of the other term or condition of the Agreement or any other agreement with us;
- (c) give us any false or misleading information;
- (d) are in default under any other financial obligation to any person;
- (e) commit an act of bankruptcy or be declared bankrupt or enter into a personal insolvency arrangement, a debt settlement arrangement or a debt relief notice process or make or seek an arrangement with your creditors;
- (f) cancel any credit or debit card being used to make Instalment Payments (in accordance with clause 8.3 (*Payment*)) without providing us before the next Instalment Payment is due with an alternative, valid payment method which is satisfactory to us;
- (g) fail to provide before the next Instalment Payment is due, updated details for any debit or credit card used to make the Instalment Payments (in accordance with clause 8 (*Payment*)) which expires; or
- (h) allow any person other than yourself to use any of your passwords, signing codes or log-in details on any of our apps or websites.

**Deposit Paid for the Products** means (if any) the "Deposit Paid for the Products" specified in the Important Information Section. For clarity, the Deposit Paid for the Products is the amount (if any) you pay directly to the Retailer towards the Price of the Products.

**Dishonour Fee** means the "Dishonour Fee" specified in the Fee Table.

**End Date** means the "End Date" specified in the Important Information Section. For clarity, subject to the Terms and Conditions the End Date is the last day of the Term.

**Facility** means the "Retail Instalment Plan Facility" which is being made available to you on the terms and conditions of the Agreement or, as the case may require, the balance of all amounts from time to time outstanding thereunder.

**Fees** means:

- (a) Application Fee;
- (b) Account Keeping Fee;
- (c) Dishonour Fee; and
- (d) any other fees or charges payable by you to us, from time to time, under the Agreement

**Fee Table** means the “Fee Table” in the Acceptance Pages.

**Flexi-Fi** means FlexiFi Europe Limited (registration number 600124) being the credit provider under the Agreement and otherwise referred to in the Agreement as ‘we’ or ‘us’.

**Important Information Section** means the section of the Acceptance Pages which is headed “Important Information”. For clarity, the Important Information Section comprises:

- (a) Customer details;
- (b) Product and Retailer details;
- (c) Facility details;
- (d) Special Conditions; and
- (e) Fee Table.

**Instalment Payments** means the “Instalment Payments” specified in the Important Information Section. For clarity, the Instalment Payments are the amounts payable by you to us on the Instalment Payment Date. The Instalment Payments will vary in accordance with any change in the Standard Variable Rate or (where applicable) the Special Interest Rate. The Instalment Payments comprise the:

- (a) Total Amount of Credit;
- (b) Account Keeping Fee; and
- (c) interest (except during any applicable Interest Free Period).

**Instalment Payment Date** means the ongoing date the Instalment Payments are due to us by you during the Term at each Instalment Payment Date Interval.

**Instalment Payment Interval** means the “Instalment Payment Interval” specified in the Important Information Section. For clarity, the Instalment Payment Interval is the scheduled period between when the Instalment Payments are due to us by you (e.g. weekly, fortnightly or monthly from the Agreement Date). We may specify an alternative Instalment Payment Interval if not specified in the Important Information Section.

**Interest Free Period** means (if any) the “Interest Free Period” specified in the Important Information Section. For clarity, the Interest Free Period is the period during which we will not charge interest in respect of the Facility for the period specified.

**Offer** means (if any) the:

- (a) Interest Free Period;
- (b) Special Interest Rate; and/or
- (c) Standard Variable Rate.

**Payment** means all payments paid / payable by you to us under the Agreement (including the Instalment Payments).

**Payment Method** means the method by which you will make Payments. The Payment Method is as chosen by you from the options available when you accept the Agreement.

**Price of the Products** means the “Price of the Products” specified in the Important Information Section. For clarity, the Price of the Products is the full price of the Products (including VAT) if you were to pay cash for them.

**Privacy Policy** means our “Privacy Policy” available at <http://www.flexifi.com/privacy/>.

**Products** means the “Product” specified in the Important Information Section. For clarity, the Products are the goods, products and/or services purchased by you from the Retailer.

**Retailer** means the “Retailer” specified in the Important Information Section. For clarity, the Retailer is the retailer, seller or provider of the Products.

**Retailer Payment Date** means the date we make payment to the Retailer for the Price of the Products in accordance with clause 7 (*Payment to the Retailer*).

**Special Conditions** means (if any) the “Special Conditions” specified in the Important Information Section.

**Special Interest Rate** means (if any) the “Special Interest Rate” specified in the Important Information Section. For clarity, the Special Interest Rate is the fixed rate of interest (which will be lower than the Standard Variable Rate) which we will charge on the Facility for the Instalment Payments specified in the corresponding part of the Important Information Section.

**Standard Variable Rate** means the “Standard Variable Rate” specified in the Important Information Section. For clarity, the Standard Variable Rate is the variable rate of interest that is applicable to the Facility (as at the Start Date) for the Instalment Payments specified in the corresponding part of the Important Information Section.

**Start Date** means the date you enter the Acceptance Code, being the date at which you accept the offer of the Facility and agree to be legally bound by the Agreement. For clarity, the Agreement only becomes effective on the Agreement Date.

**Term** means the “Term” specified in the Important Information Section. For clarity, the Term is the period over which the Facility must be repaid to us. Subject always to the Terms and Conditions, the Term:

- (a) starts on the Agreement Date; and
- (b) ends on the End Date.

**Terms and Conditions** means these “Retail Instalment Plan Terms and Conditions”.

**Total Amount of Credit** means the “Total Amount of Credit” specified in the Important Information Section. For clarity, the Total Amount of Credit is the principal amount of the Facility and:

- (a) includes any Upfront Instalment Payment; and
- (b) does not include any Deposit Paid for the Products.

**Total Amount Payable** means the sum of the:

- (a) Total Amount of Credit; and
- (b) Total Interest and Fees Payable.

The Total Amount Payable is the aggregate minimum amount payable by you to us. For clarity, the Total Amount Payable is payable by the Instalment Payments.

**Total Interest and Fees Payable** means the “Total Interest and Fees Payable” specified in the Important Information Section. For clarity, the Total Interest and Fees Payable represents the aggregate minimum interest and fees payable by you to us in respect of the Facility (as estimated as of the Start Date), namely:

- (a) interest;
- (b) Application Fee; and
- (c) Account Keeping Fee.

In certain circumstances other fees and charges may be payable by you to us under the Agreement (e.g. Dishonour Fee).

**Total Upfront Instalment Payment** means (if any) the “Total Upfront Instalment Payment” specified in the Important Information Section. For clarity, the Total Upfront Instalment Payment is the sum of the:

- (a) Application Fee; and
- (b) Upfront Instalment Payment.

**Upfront Instalment Payment** means (if any) the “Upfront Instalment Payment” specified in the Important Information

Section. For clarity, the Upfront Instalment Payment is payable by you to us at the discretion of us.

**VAT** means any:

- (a) tax imposed in compliance with the Council Directive of 28 November 2006 on the common system of valued added tax (EC Directive 2006/112); and
- (b) other tax of a similar nature, whether imposed in a member state of the European Union in substitution for, or levied in addition to, such tax referred to in paragraph (a), or imposed elsewhere.

**we** or **us** means Flexi-Fi and includes its successors assigns and transferees. Any other grammatical form of the word '**we**' has a corresponding meaning.

**Withdraw** has the meaning given in clause 10.1 (*Right of Withdrawal*).

**you** means the customer named in the Important Information Section and **your** and any other grammatical form of the word '**you**' has a corresponding meaning.

2.2. Unless otherwise required by the context, a singular word includes the plural and vice versa and reference to any gender includes all genders and a reference to any:

- (a) party includes that party's successors, personal representatives and permitted assigns;
- (b) provision of law is a reference to that provision as amended or re-enacted; and
- (c) document is to that document as varied or replaced (provided, where required, we have consented to such variation or replacement).

2.3. If there is an inconsistency between the Acceptance Pages, Terms and Conditions and the Special Conditions, the following order of priority will apply to the extent of the inconsistency:

- (a) Special Conditions;
- (b) Acceptance Pages (excluding the Special Conditions); and
- (c) Terms and Conditions.

### 3. **The Facility**

3.1. We agree to make the Facility available to you on the terms and conditions of the Agreement, under which we will pay (on your behalf) the Retailer for the Products (namely, the Total Amount of Credit).

3.2. You are obliged to repay the amount paid by us on your behalf to the Retailer (namely, the Total Amount of Credit) together with any interest (if applicable), Fees and other amounts as specified in the Agreement.

### 4. **Purpose of the Facility**

The Facility may only be used to pay for the Products. The Products must only be for your personal use and may not be used for your business, trade or profession.

### 5. **Amount of the Facility**

The amount of the Facility is the Total Amount of Credit.

### 6. **Things that must have to be done before you may take up the Facility**

You may not utilise the Facility until:

- (a) you have completed the on-line application process through our website or mobile app;
- (b) we have approved you for the Facility;
- (c) you have agreed to be bound by the Agreement by completing our on-line acceptance procedure;
- (d) you have provided us with confirmation of your Payment Method which we have validated;

- (e) we have issued a copy of the Agreement to you; and
- (f) the Total Upfront Instalment Payment has been paid in full.

### 7. **Payment to the Retailer**

7.1. When clause 6 (*Things that have to be done before you may take up the Facility*) has been satisfied, we will pay the Total Amount of Credit to the Retailer.

7.2. You irrevocably and unconditionally authorise us to transfer the Total Amount of Credit directly to the Retailer. Receipt of the Retailer will be a good receipt and confirmation that you have received the benefit of the Facility.

### 8. **Payment**

8.1. You must pay us the Payments in accordance with the Terms and Conditions.

8.2. You must pay the Instalment Payments in the following way:

- (a) Total Upfront Instalment Payment on the Agreement Date; and
- (b) each subsequent Instalment Payment on each subsequent Instalment Payment Date.

8.3. All Payments will be made by your debit card or credit card. Where you have chosen the option to pay by debit or credit card, you authorise us to debit your debit card or credit card with the Payments.

8.4. If you exercise your right to make an early Payment, the amount of any remaining Instalment Payments will (save for any adjustment necessary to the last Instalment Payment) remain the same, however the number of Instalment Payments (and, as a result the Term) will reduce to take account of the early Payment.

8.5. You must continue to make the Payments in accordance with the Agreement even if the Products become defective, cease to exist or are otherwise not to your satisfaction.

8.6. An Instalment Payment due on a day which is not a Business Day is payable on the next Business Day. An Instalment Payment which is due on the 29<sup>th</sup>, 30<sup>th</sup> or 31<sup>st</sup> of a calendar month which does not have such a date will be due on the first Business Day of the following calendar month.

8.7. Any partial payment of an Instalment Payment will be applied in the following order:

- (a) towards any fees payable in accordance with clause 9 (*Fees*);
- (b) in reduction of the interest accrued (if applicable); and
- (c) in reduction of the principal.

8.8. Upon request we will provide you (free of charge) with a statement of account in the form of an amortisation table which will contain a breakdown of each Payment showing capital amortisation, the interest (if applicable) calculated on the basis of the Standard Variable Rate and (where applicable) any additional costs.

**WARNING:** If you do not meet the repayments on your Facility, your account will go into arrears. This may affect your credit rating, which may limit your ability to access credit in the future.

### 9. **Fees**

9.1. You must pay us the Fees in accordance with the Terms and Conditions. We may debit the Fees to your Account when they are payable.

9.2. In addition to interest (if applicable), you must pay the Fees in the following way:

- (a) an Application Fee, payable on the Agreement Date. For clarity, the Application Fee is charged to you as part of the Total Upfront Instalment Payment;
  - (b) the Account Keeping Fee, payable in arrears on the first Instalment Payment Date and each subsequent Instalment Payment Date thereafter;
  - (c) the Dishonour Fee, on any:
    - (i) Instalment Payment or other Payment that is not paid when due; and
    - (ii) refusal of your bank or other payment service provider to process a Payment to us on your behalf under the Agreement; and
  - (d) any other fee we may include from time to time.
- 9.3. If we incur or are liable for any government tax or other charge imposed by law in respect of the Agreement or the operation of the Facility, you must pay us an amount equal to the amount of the tax or charge we incur or are liable for.

**10. Right to Withdraw**

- 10.1. You may withdraw from the Agreement within fourteen (14) days of the later of the Agreement Date and the date on which you receive a copy of the Agreement (**Withdraw**).
- 10.2. To Withdraw you should contact us through the Customer Portal or by calling us directly before the end of that fourteen (14) day period indicating your desire to Withdraw.
- 10.3. If you exercise the right to Withdraw you must, within thirty (30) days of notifying us, repay any money we paid to the Retailer in accordance with clause 7 (*Payment to the Retailer*), plus interest (if applicable) for each day from the date of such payment to the Retailer until the date of repayment.
- 10.4. If you do not exercise the right to Withdraw you will continue to have the right to repay the Facility early as outlined in clause 11 (*Right to repay the Facility early*).

**11. Right to repay the Facility early**

- 11.1. Notwithstanding clause 8 (*Payment*), you may at any time make payments which are in addition to the Instalment Payments (**Additional Payments**). This includes paying off the Facility in full at any time.
- 11.2. You may make the Additional Payments through the Customer Portal or by calling us directly.
- 11.3. You may repay the Facility in full at any time by paying all:
  - (a) principal amounts remaining outstanding under the Facility;
  - (b) interest accrued until and including the day of repayment; and
  - (c) Fees incurred but unpaid under the Facility.

**12. Standard Variable Rate**

- 12.1. Subject to clauses 14 (*Interest Free Period*) and 15 (*Special Interest Rate*), the rate of interest applicable to the Facility is the Standard Variable Rate. We may vary the Standard Variable Rate at any time at our sole discretion.
- 12.2. If we vary the Standard Variable Rate:
  - (a) we will give you notice of the variation by a notice in accordance with clause 30 (*Notices*) by advertising in one or more newspapers circulating in Ireland, through the Customer Portal or on our website;
  - (b) the variation will take effect from date specified in the notice; and
  - (c) in consequence of the variation, we may in our absolute discretion vary the amount of the Instalment Payments over the remainder of the Term.

- 12.3. Interest at the Standard Variable Rate is calculated on the outstanding balance of the Facility on a day-to-day basis and is charged on each Instalment Payment Date starting on the first Instalment Payment Date after the Agreement Date (as well after as before judgment or demand).

**13. APR**

- 13.1. The APR is calculated based on the Standard Variable Rate and (where applicable) the Special Interest Rate. The APR will go up or down in accordance with variations in the Standard Variable Rate and (where applicable) the Special Interest Rate. The APR may also change if we change our charging dates.
- 13.2. The fees and charges payable under the Agreement which are not included in the calculation of the APR are:
  - (a) Fees; and
  - (b) costs and expenses arising under clause 21 (*Enforcement and preservation expenses*).

**WARNING:** We may change the interest rate on the Facility. This means the cost of your Instalment Payments may increase or decrease.

**14. Interest Free Period**

- 14.1. If an Interest Free Period applies (as specified in the Important Information Section), then there will be an Interest Free Period for the nominated duration (from the Retailer Payment Date).
- 14.2. During the Interest Free Period no interest will be charged on the Facility. You will still be required to make the Instalment Payments during Interest Free Period, however none of these Payments are in the nature of interest and no interest is accruing.

**15. Special Interest Rate**

- 15.1. If a Special Interest Rate applies (as specified in the Important Information Section), then there will be a Special Interest Rate for the nominated duration.
- 15.2. During the Special Interest Rate period interest will be charged on the Facility at the Special Interest Rate. The Instalment Payments during this period will include interest at the Special Interest Rate.
- 15.3. Interest at the Special Interest Rate is calculated on the outstanding balance of the Facility on a day-to-day basis and is charged on each Instalment Payment Date starting on the first Instalment Payment Date after the Agreement Date (as well after as before judgment or demand).

**16. Changes to our circumstances**

You must pay us (on our request), the amount that we certify is necessary to compensate us for our increased cost or our reduction of profit, if there is any change in any law or regulation or any requirements of any regulatory authority which in our opinion will increase our cost of funding or making your Facility available or will reduce the profit we make on your Facility.

**17. Changes to the Agreement**

- 17.1. We may change any part of the Agreement at any time. We may do this for one or more of the following reasons:
  - (a) to comply with any change or anticipated change in any relevant law, code of practice, guidance or general industry practice;
  - (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 credit (including by changing interest rates for the Standard Variable Rate); or
- (f) to make the Agreement clearer.
- 17.2. We will notify you in advance of any change which is to your disadvantage and any such change will be effective and binding not less than thirty (30) days after such notification.
- 17.3. A change in accordance with this clause 17 (*Changes to the Agreement*) will not affect your existing obligations which arise or arose prior to the expiry of the notice period. The change will only apply and become effective to obligations arising after the expiry of the notice period.
- 17.4. This notice may also be given to you by an advertisement in one or more newspapers circulating in Ireland.
- 18. Commission**
- You agree that we may pay commissions or fees to or receive commissions and fees from any retailer, seller, supplier, broker, agent, dealer or other person who introduces you to us, or us to you.
- 19. Things you must not do – Default**
- You must not Default.
- 20. Action on a Default**
- 20.1. If a Default occurs, and we have not already done so, we will have no obligation to make the Facility available to you.
- 20.2. If a Default occurs and we have already made the Facility available to you, we will (where the Default is capable of remedy) give you written notice requiring you to remedy the default within a period of twenty one (21) days. If you fail to remedy the Default within the period specified in the notice or the Default is incapable of remedy, all principal amounts, all accrued but unpaid interest (if applicable) and any other amount outstanding under the Facility will become immediately due and payable on written demand by us to you.
- 20.3. You will be deemed to have failed to remedy the Default specified in such a notice if, at the end of the time allowed by the notice, you have remedied that Default but have committed another of the same type.
- 21. Enforcement and preservation expenses**
- You will pay on demand all costs and expenses incurred by us in enforcing or preserving or seeking to enforce or preserve our rights under the Agreement. We may debit these expenses to your Account. We will give you notice before we do so. They will become immediately due for payment once debited. These costs and expenses may include (but are not limited to) reasonable legal fees and expenses, reasonable fees and expenses of collection agents and the reasonable expenses of our staff and our facilities reasonably incurred in relation to any enforcement or preservation. Depending upon the Offer, interest charges may apply to debited enforcement and preservation expenses until they are paid in full.
- 22. Payments must be in full**
- All payments due from you to us must be made in full in accordance with the Agreement without any set-off, deduction or counterclaim. If VAT or other taxes are imposed by law on any amount payable by you, you must, at our request, reimburse us for any additional expense we incur or shortfall we suffer.
- 23. Security**
- We do not require any security for the Facility.
- 24. Statement of Account**
- 24.1. You may access at any time a statement setting out the transactions on your Account through the Customer Portal. The statement of account may be exported or printed by you.
- 24.2. We will, at your request, provide you with a statement of account in the form of an amortisation table in accordance with clause 8.8 (*Payment*).
- 25. Liability for the Products**
- The Products are supplied to you by the Retailer only. If any issues arise in connection with any of the Products, you must exhaust any remedies (legal or otherwise) against the Retailer before seeking a remedy from us.
- 26. Errors and complaints**
- 26.1. We seek to resolve any errors speedily and you should inform us of any errors which occur in relation to the Agreement as soon as possible.
- 26.2. We aim to provide a friendly and efficient service to our customers and it is our policy to ensure that your concerns are dealt with fairly and promptly. If you have any reason to complain you may do so by contacting us directly.
- 27. Change of circumstances and address**
- You must immediately inform us of any change in your circumstances, including when:
- (a) your contact details change (including your postal, residential or email address);
- (b) you have changed your name;
- (c) you appoint a person to act on your behalf under a power of attorney;
- (d) your payment method changes (including updating details where any card used for payments is cancelled or expires);
- (e) you have been declared bankrupt or have or enter into a personal insolvency arrangement, a debt settlement arrangement or a debt relief notice process or make or seek an arrangement with your creditors; or
- (f) there is any information that we should be aware of about your ability to comply with this Agreement.
- We will not be responsible for any errors or losses associated with a change in your circumstances if we do not receive adequate notice of the change.
- 28. Authority to complete and amend errors**
- You authorise us to complete any blanks or correct any errors in the Agreement that are clearly incorrect and the amendment of which would not have a detrimental effect on your liabilities or materially affect your obligations under the Agreement.
- 29. Data Protection**
- 29.1. We are committed to complying with applicable data protection laws when collecting, using and disclosing your personal data (being information that directly or indirectly identifies and relates to you, as defined in those laws). This will include, for example, the details you provide in your application for the Facility as well as financial details such as your credit history.
- 29.2. The Privacy Policy sets out our respective rights and obligations in relation to the processing by us of personal data about you.
- 29.3. You agree that you have reviewed our Privacy Policy and you will not do anything (or omit to do anything) which would put us in breach of data protection laws.
- 29.4. We may amend our Privacy Policy from time to time. Where we make material amendments we will provide you with appropriate notice.
- 30. Notices**
- 30.1. To the extent permitted by law, any notice or document given by us under the Agreement or required by law or industry code or guideline may be given in writing, can be

signed by any of our officers or employees, and can be delivered personally, by pre-paid mail to the address you have nominated for delivery of notices and documents, or by email to your nominated email address, or if no such address has been nominated by you, your address as last known to us, or published on the Customer Portal.

- 30.2. Any such notice or document will be deemed to have been received by you if delivered by post at noon on the second Business Day following the effective date of posting or, if delivered personally, when delivered or, if delivered by email, at the time it becomes capable of being retrieved by you at your email address. In proving service by post it will be sufficient to show that the notice or communication was properly addressed and posted, notwithstanding that it was in fact not delivered or was returned undelivered.

**31. Joint and several liability**

If you are two (2) or more persons, your obligations as debtors are both joint and several and the act or default of any one of you will be deemed to be the act or default of all of you. We may grant time or other indulgence to, or release, any of you without affecting our rights against the others of you.

**32. Assignment**

- 32.1. The Agreement cannot be assigned by you without our prior written consent.

32.2. We may deal with, assign or transfer (whether absolutely or by way of security) to any person, company or other entity all or any of our rights, interests and/or obligations under the Agreement. This will not affect your rights or obligations under the Agreement.

32.3. Any reference to us in the Agreement includes our successors, assigns and transferees who may, to the extent of their interest, proceed upon and enforce the Agreement and exercise all of our rights powers and discretions (including, without limitation, the discretion to vary interest rates if applicable).

32.4. We may also disclose on a continuous basis any information or documents relating to you or the Facility to:

- (a) any credit reference agency or rating agency;
- (b) our officers, employees, service providers and professional advisors;
- (c) any of our related entities;
- (d) the Retailer;
- (e) any regulatory authority;
- (f) any person, company or other entity who is or may be involved in a dealing, assignment or transfer referred to in clause 32.2 (*Assignment*); and
- (g) any person, company or other entity who has or may enter into other contractual relations with us in relation to the Facility or the Agreement.

**33. CCA Regulations and other laws**

To the extent that any provision or part of the Agreement is inconsistent with the CCA Regulations or other laws, it will

be deleted so that the rest of the Agreement will remain valid and enforceable.

**34. Warranties**

You agree that all statements made and documents provided in connection with the application to us for the Facility and all representations which you have made or may make to us whilst the Agreement is in force are true and correct. You acknowledge that we have relied upon the correctness of those statements, documents or representations in entering into the Agreement and will continue to do so in our dealings with you.

**35. Our rights**

If we decide not to exercise a right, remedy or power, this does not mean it cannot be exercised later. In addition, we are not liable for any loss caused by exercising or attempting to exercise a right, remedy or power or by not exercising it.

**36. Evidence**

36.1. You agree that any record of a transaction provided to us by the Retailer is admissible evidence of the transaction and of the amount shown and that, unless the contrary is established, it is conclusive evidence.

36.2. Further, you also agree that any statement (including, but not limited to, a statement of account, amortisation table or a default notice) that has been given to you by us or a person acting on our behalf, is admissible evidence of that fact or matter in the statement and that, unless contrary evidence is established, it is conclusive evidence.

**37. Contacting you**

You agree that our employees and authorised agents may contact you by any means, including by SMS, email, telephone or visiting you at your place of employment or business or any other place at any time for any purposes connected with the Agreement.

**38. Governing law and jurisdiction**

The Agreement, and any non-contractual obligations arising out of or in connection with it, are governed by the Laws of Ireland and you agree, without prejudice to our right to take proceedings before any other courts having jurisdiction, that the courts of Ireland will have jurisdiction to settle any dispute arising out of or in connection with the Agreement (including a dispute relating to the existence, validity or termination of the Agreement or any non-contractual obligation arising out of in connection with the Agreement).

**39. About us**

We are FlexiFi Europe Limited which is a company incorporated under the laws of Ireland (registered number 600124) having our registered office at Level 4, No.5 Custom House Plaza, I.F.S.C, Harbourmaster Place, Dublin 1, Ireland. We are part of FlexiGroup Limited (a listed Australian entity), our immediate parent company is Flexirent Ireland Group Holdings Limited. Our VAT registration number is IE 3466324IH. Our website is [www.flexifi.com](http://www.flexifi.com).