

SMART Pricing Schedule

Business SMART Add-on

Marketing to your SME clients and lead generation from your residential database.

\$60.50

Additional/per month

- ✓ All of SMART offering plus:
- ✓ Dedicated business finance pages on your SMART website
- ✓ Quarterly SME Business Insights e-newsletter
- ✓ Additional email campaigns to your FLEX database:
 - Introduction as a business finance broker
 - Six acquisition campaigns focusing on various business lending topics
 - Welcome message to new business customers
 - Thank you message on settlement (when lodged in AFGB platform)
 - Check-in message to business customers
 - Overdraft - 6 months post settlement
 - Term Loans - Annual review
 - Asset Finance - 3 months prior to end of loan
 - Unsecured Business - 3 months post settlement
 - Invoice Finance - 6 months post settlement
 - SMSF - Annual review
 - Line of Credit - 6 months post settlement

SMART

Marketing to your residential database.

\$170.50

/per month (plus setup fee \$300)

- ✓ Fully branded and functional SMART website (residential finance focus)
- ✓ Red Alert customer discharge notifications
- ✓ Email campaigns to your FLEX database:
 - Welcome message to new contacts
 - Loan tracker on lodgement
 - Monthly RBA rate alert
 - Thank you on settlement
 - Three-year anniversary review
 - Bi-annual prospecting message
 - Red Alert review
 - Birthday greetings message
 - Christmas greetings message
- ✓ Quarterly finance and lifestyle Haven e-magazine (optional extra at **\$50.00 per edition**)
 - printed hard copy magazines also available at **\$5.50 per copy**
- ✓ Access to social media image and content library
- ✓ Full Analytics business intelligence access

Commercial SMART Add-on

Marketing to your active commercial customers with deals written in FLEX.

\$60.50

Additional/per month

- ✓ All of SMART offering plus:
- ✓ Quarterly Procure Commercial e-newsletter
- ✓ Email campaigns to settled customers in FLEX:
 - Thank you message on settlement
 - Check-in message one year after settlement
 - Time to review message 2.5 years after settlement

Contact Us

www.afgonline.com.au
 Level 4, 100 Havelock Street
 West Perth WA 6005
 T 08 9420 7888

Legal

Australian Finance Group Ltd
Australian Credit Licence 389087
ABN 11 066 385 822
ACN 066 385 822

SMART payment

Direct debit request

Name of broker joining SMART

ACN/ABN (you)

Your monthly smart bill will be sent to the following:

Billing name (as on tax invoice)

Billing email (no free web accounts i.e. hotmail/yahoo)

Payment commences on the 15th of the month following the sign up date and will be charged ongoing on the 15th of the month. Please refer to the Cost Schedule for the billing amount.

Option A: Direct debit authority to debit

Request and authorise Australian Finance Group Limited (AFG) (Debit User Identification Number 223315) to arrange, through its own financial institution, a debit to your nominated account any amount AFG, has deemed payable by you. This debit charge will be made through the Bulk Electronic Clearing System (BECS) from your account held at the financial institution you have nominated below and will be subject to the terms and conditions of the Direct Debit Request Service Agreement.

Name of account

Financial institution name

Financial institution address

BSB number

Account number

Acknowledgment: By signing and/or providing us with a valid instruction in respect to your direct debit request, you have understood and agreed to the terms and conditions governing the debit arrangements between you and AFG as set out in this request and in your direct debit request service agreement.

Signature (If signing for a company, sign and print full name and capacity for signing i.e. director)

Date

Office use only

FLEX id

Customer number

Customer site

Direct debit request service agreement

This is your Direct Debit Service Agreement with Australian Finance Group Limited (AFG) (Debit User Identification Number 223315). It explains what your obligations are when undertaking a Direct Debit arrangement with us. It also details what our obligations are to you as your Direct Debit provider.

Please keep this agreement for future reference, it forms part of the terms and conditions of your Direct Debit Request (DDR) and should be read in conjunction with your DDR authorisation.

DEFINITIONS

account means the account held at your financial institution which we are authorised to arrange for funds to be debited.

agreement means this Direct Debit Request Service Agreement between you and us.

banking day means a day other than a Saturday or a Sunday or a public holiday listed throughout Australia.

debit day means the day that payment by you to us is due.

debit payment means a particular transaction where a debit is made.

direct debit request means the Direct Debit Request between us and you.

us or we means Australian Finance Group Limited (AFG), (the Debit User) you have

authorised by signing a Direct Debit Request.

you means the customer who signed the Direct Debit Request.

your financial institution means the financial institution nominated by you where

you hold the account that you have authorised us to arrange a debit on the DDR at which the account is maintained.

1. DEBITING YOUR ACCOUNT

- 1.1 By signing a Direct Debit Request or by providing us with a valid instruction, you have authorised us to arrange for funds to be debited from your account. You should refer to the Direct Debit Request and this agreement for the terms of the arrangement between us and you.
- 1.2 We will only arrange for funds to be debited from your account as authorised in the Direct Debit Request.
- 1.3 If the debit day falls on a day that is not a banking day, we may direct your financial institution to debit your account on the following banking day. If you are unsure about which day your account has or will be debited you should ask your financial institution.

2. CHANGES BY US

- 2.1 We may vary any details of this agreement or a Direct Debit request at any time by giving you at least (14) days written notice.

3. CHANGES BY YOU

- 3.1 You may change, stop or defer a debit payment, or terminate this agreement by providing us with at least (14) days written notification or by emailing accountsreceivable@afgonline.com.au
Or by faxing us on (08) 9420 7857 during business hours;
Or arranging it through your own financial institution, which is required to act promptly on your instructions.

*Note: in relation to the above reference to 'change', your financial institution may 'change' your debit payment only to the extent of advising us Australian Finance Group Limited of your new account details.

4. YOUR OBLIGATIONS

- 4.1 It is your responsibility to ensure that there are sufficient clear funds available in your account to allow a debit payment to be made in accordance with the Direct Debit Request.
- 4.2 If there are insufficient clear funds in your account to meet a debit payment:
 - a) you may be charged a fee and/or interest by your financial institution;
 - b) you may also incur fees or charges imposed or incurred by us; and
 - c) you must arrange for the debit payment to be made by another method or arrange for sufficient clear funds to be in your account

by an agreed time so that we can process the debit payment.

- 4.3 You should check your account statement to verify that the amounts debited from your account are correct.
- 4.4 If AFG is liable to pay goods and services tax ("GST") on a supply made in connection with this agreement, then you agree to pay AFG on demand an amount equal to the consideration payable for the supply multiplied by the prevailing GST rate.

5. DISPUTE

- 5.1 If you believe that there has been an error in debiting your account, you should notify us directly on (08) 9420 7888 or accountsreceivable@afgonline.com.au and confirm that notice in writing with us as soon as possible so that we can resolve your query more quickly.
- 5.2 If we conclude as a result of our investigations that your account has been incorrectly debited we will respond to your query by arranging for your financial institution to adjust your account (including interest and charges) accordingly. We will also notify you in writing of the amount by which your account has been adjusted.
- 5.3 If we conclude as a result of our investigations that your account has not been incorrectly debited we will respond to your query by providing you with reasons and any evidence for this finding in writing.
- 5.4 Any queries you may have about an error made in debiting your account should be directed to us in the first instance so that we can attempt to resolve the matter between you and us. If we cannot resolve the matter you can still refer it to your financial institution, which will obtain details from you of the disputed transaction and may lodge a claim on your behalf.

6. ACCOUNTS

- 6.1 You should check:
 - a) with your financial institution whether direct debiting is available from your account as direct debiting is not available on all accounts offered by financial institutions.
 - b) your account details which you have provided to us are correct by checking them against a recent account statement;
 - c) with your financial institution before completing the Direct Debit Request if you have any queries about how to complete the Direct Debit Request; and
 - d) your account regularly to ensure installments are being taken from your account.

7. CONFIDENTIALITY

- 7.1 We will keep any information (including your account details) in your Direct Debit Request confidential. We will make reasonable efforts to keep any such information that we have about you secure and to ensure that any of our employees or agents who have access to information about you do not make any unauthorised use, modification, reproduction or disclosure of that information.
- 7.2 We will only disclose information that we have about you;
 - a) to the extent specifically required by law; or
 - b) for the purposes of this agreement (including disclosing information in connection with any query or claim).

8. NOTICE

- 8.1 If you wish to notify us in writing about anything relating to this agreement, you should write to Australian Finance Group Limited (AFG) (Debit User Identification Number 223315) via email accountsreceivable@afgonline.com.au
- 8.2 We will notify you by sending a notice via email to the email address you have given us the Direct Debit Request.
- 8.3 Any notice will be deemed to have been received on the third banking day after posting.

Schedule – member marketing

1. The following terms and conditions apply if the Member elects to participate in the SMART Program.
2. It is agreed that this schedule constitutes a Schedule to the AFG Member Agreement between the Member and AFG.
3. Reference in this schedule to:
 - **AFG Privacy Consent** is to the AFG Privacy Consent Form current at the time that the consent was obtained that has been signed by the client, where the client's consent has not been withdrawn.
 - **SMART Campaign** means a marketing campaign or specified marketing activity arranged or conducted by AFG in which the Member has agreed to participate.
 - **SMART Domain** means the domain smartonline.com.au.
 - **SMART Program** means the SMART Website and the marketing campaigns, activities and services offered by AFG.
 - **SMART Website** means the branded website provided to the Member as part of the SMART Program and accessible on the SMART Domain.
 - **Software** means software owned, hosted or developed by or for AFG which relates to the SMART Website.
4. The Member must pay the applicable fees and costs relating to any SMART Campaign or SMART Website. Such fees and costs may be deducted by AFG from the Corresponding Commission or from any monies owed by AFG to the Member.
5. The Member must give AFG at least 30 days notice in writing to AFG in order to cancel their participation in the SMART Program.
6. The Member must provide AFG with the Australian Credit Licence Number under which it operates and must immediately notify AFG of any changes to or revocations of the Australian Credit Licence Number.
7. The Member must obtain and hold all consents required by law, a regulatory body, or any self regulatory body to which AFG or the Member belongs, relevant to participation in every SMART Campaign or required in respect of the SMART Website. The Member must immediately provide those consents upon request by AFG and must immediately notify AFG of any changes to or revocations of such consents.
8. The Member must ensure that it does not allow a client to be included in a SMART Campaign unless it is lawful and the Member holds an AFG Privacy Consent for that client and must not indicate that client as 'market to' in FLEX unless this is the case. The Member must immediately provide a copy of those consents upon request by AFG.
9. The Member must immediately notify AFG if they become aware that a client has withdrawn their consent, or otherwise does not consent, to be contacted in relation to a SMART Campaign and must ensure that FLEX is updated accordingly.
10. The Member must ensure that their clients' contact details are correct before including them in a SMART Campaign. Where those details change, the Member must immediately update that information in FLEX and provide any other notification that has been requested by AFG.
11. AFG may request any consent or authorisation consistent with prudent practice or required by law, a regulatory body, or a self regulatory body, in relation to a SMART Campaign or SMART Website. AFG may obtain such consent either directly or indirectly (including from Members' clients).
12. AFG may record and action any request from (or on behalf of) a Member's client not to receive marketing material or be contacted in relation to marketing campaigns. AFG is under no obligation to include any client in a SMART Campaign.
13. The Member must not become involved (except as authorised by AFG) in any dispute or complaint relating to a SMART Campaign or SMART Website. Where the dispute or complaint relates to the Member or their client, the Member must co-operate with AFG to the best of its ability in order to assist AFG or as AFG requests or directs. If the Member becomes aware of any dispute or complaint arising out of marketing activities undertaken by AFG, a SMART campaign or a SMART Website; the Member must immediately inform AFG and must provide whatever cooperation or assistance requested by AFG to resolve the matter.
14. The Member must not:
 - copy, reproduce, translate, adapt, vary or modify the Software or the SMART Website (other than modifications to the content on the SMART Website where the editing function has been enabled by AFG) without the prior written consent of AFG (and in this respect, the Member acknowledges: any edits made by the Member, modifications made by the Member (collectively, **Member Edits**) or uploads of the Member's own content (**Member Content**) are made at the Member's own risk and liability; and AFG is not responsible for auditing or ensuring compliance in respect of the Member Edits or Member Content, and expressly excludes liability for Member Edits or Member Content);
 - use the Software or the SMART Website for any purpose that is unlawful, is likely to harm others or their property or in any manner that could damage, disable, overburden or impair the licence or the networks connected to any of AFG's servers;
 - attempt to gain unauthorised access to any computer systems or networks connected to any of the Software or the SMART Website or any server used by the Software or the SMART Domain;
 - attempt to obtain any materials or information through any means not intentionally made available through the Software or the SMART Website;
 - use the Software or the SMART Website to publish, post, upload, distribute or disseminate any inappropriate, profane, defamatory, obscene, indecent, or unlawful names, material or information;
 - provide for inclusion or otherwise include material on the SMART Website unless that material complies with the requirements of the law; or
 - upload or incorporate any malicious software or code into the Software or the SMART Website.
15. The Member indemnifies AFG for all or any loss, damage cost or expense suffered or incurred by AFG as a consequence of the Member using the Software, participating in, or including a client in, a SMART Campaign; in relation to a SMART Website, or in relation to any Member Edits or Member Content.
16. AFG has no obligation to provide updates or new releases of the Software or SMART Website.

Schedule – member marketing

17. The Software and SMART Website are provided on an “as-is” and “as-available” basis.
- To the maximum extent permitted by applicable law, AFG expressly disclaims any and all warranties or representations of any kind, whether express or implied, in respect of the Software or the SMART Website including, but not limited to, warranties of merchantability, fitness for a particular purpose, or non-infringement.
 - Subject to any rights implied by law which cannot be excluded, AFG is not liable to the Member, whether in contract, tort (including negligence), statute or otherwise, for any losses, damages, liabilities, claims or expenses (including but not limited to legal costs and defence or settlement costs), direct or indirect, whatsoever arising out of or referable to: the Member’s use of the Software or SMART Website.
 - AFG is not responsible for any damages that may be suffered associated with the use of the Software or the Smart Website including, without limitation, loss of data, corruption of data, delays, non-deliveries and service interruptions.
 - The Member acknowledges and agrees that use of the Software and SMART Website necessarily involves transmission of its data over networks that AFG does not own, operate, or control, and that AFG is not responsible for any of the Member’s data lost, altered, corrupted, intercepted or stored across such networks.
 - Connection speed represents the speed of an end-to-end connection. AFG does not make warranties or representations as to speed, availability of end-to-end connections, or other problems inherent in use of the internet and electronic communications or other systems outside of AFG’s reasonable control.
 - The Member acknowledges that AFG is not responsible for any changes in web traffic or search engine results page rankings.
 - AFG will not be liable to the Member in respect of any business losses, including (without limitation) loss of or damage to profits, income, revenue, use, production, anticipated savings, business, contracts, commercial opportunities or goodwill.
18. The Member is entirely responsible for maintaining the confidentiality of the information it holds for its SMART Website and associated account, including passwords and usernames, and for any and all activity that occurs under the Member’s account as a result of the Member failing to keep this information secure and confidential. The Member agrees to notify AFG immediately of any unauthorised use of the Member’s SMART Website and or account, password, username, or any other breach of security. The Member may be held liable for losses incurred by AFG or any other user of or visitor to the SMART Website due to someone else using the Member’s password, username or account as a result of the Member failing to keep its SMART Website account information secure and confidential.
19. AFG expressly excludes liability for any non-accessibility time or other down time of the Software or the SMART Website to the pro-rata monthly charge during the system unavailability. AFG specifically excludes any responsibilities for any damages arising as a consequence of such unavailability.
20. The Member acknowledges that the Software and the SMART Website cannot be guaranteed error-free, bug-free or virus-free and that the existence of any errors, bugs or viruses shall not constitute a breach by AFG of this schedule or the AFG Member Agreement. AFG is not liable for any indirect or consequential damages arising out of the use or supply of the Software or the SMART Website.
21. Nothing in this schedule excludes, restricts or modifies any condition, warranty, right or liability protected by law to the extent that such exclusion restriction or modification would render this schedule or any part of this schedule void, illegal or unenforceable. Subject to that, any condition, warranty, right or liability which would otherwise be implied in this schedule or protected by law, is excluded.
22. The SMART Website design, images (excluding Member supplied logos and images) and look and feel remain the property of AFG. The Software and the Smart Website are supplied to the Member on a non-exclusive basis. Nothing in this schedule limits AFG’s right to provide the Software, SMART Websites, or SMART Campaigns to persons other than the Member.
23. AFG may terminate this schedule and withdraw access to the Software and the SMART Website in its absolute discretion. AFG will notify the Member if access is withdrawn. The Member must not use or attempt to use, access or replicate the Software or the SMART Website after it has been withdrawn.
24. Unless otherwise stated, the Software and SMART Website is only intended for persons within Australia. The Software and SMART Website may not comply with the laws of countries other than Australia and is not directed at, and should not be relied upon by, persons in any other country.

Member (authorised signatory)

AFG (authorised signatory)

Name

Name

Date

Date

Organisation

Please email this completed form to smart@afgonline.com.au