

CREDIT INFORMATION AND PRIVACY CONSENT

The Applicant and the Guarantors*¹ irrevocably authorise Aussie Switchboards (QLD) Pty Ltd ('Aussie'), its employees and agents to make such enquiries as it considers necessary to investigate the credit worthiness of the Applicant. Such investigations may include, without limitation, making enquiries of information sources including but not limited to persons nominated as trade references, bankers or any other credit providers and the Applicant authorises those information sources to disclose to Aussie all information concerning the Applicant which is within their possession and which is requested by Aussie.

The Applicant and the Guarantors in this 30 day Credit Application, and pursuant to the Privacy Act 1988 (Cth), consent to Aussie Switchboards (QLD) Pty Ltd ('Aussie')

- (a) Disclosing information*² about both the Applicant and the Guarantors to a credit reporting agency for the purposes of obtaining a consumer credit report about the Applicant and the Guarantors for the purposes of assessing this application for commercial credit; *²
- (b) Disclosing information about the Applicant and the Guarantors to a credit reporting agency to create or maintain a credit information file about the Applicant and the Guarantors;
- (c) Obtaining a credit report about the Applicant and the Guarantors for the purpose of collecting overdue payments on commercial credit transactions;
- (d) Exchanging information about the Applicant and the Guarantors with other credit providers named in a consumer credit report issued by a credit reporting agency about either or both the Applicant and the Guarantors for the purposes of assessing an application for commercial credit, notifying the other credit providers of a default by either or both the Applicant and the Guarantors, exchanging information with other credit providers as to the status of this 30 day Credit Application and the Credit Account when either or both the Applicant and the Guarantors are in default with other credit providers and to assess the creditworthiness of the Applicant and the Guarantors. The Applicants and the Guarantors acknowledge and agree that the information exchanged can include anything about their creditworthiness, credit standing, credit history or credit capacity that credit providers are allowed to exchange under the Privacy Act 1988 (Cth); and

(e) Disclosing and using that information for the purposes of managing the Credit Account with Aussie.

*¹ In this Application, the 'Applicant' is the applicant for Credit under the 30 day Credit Application and the 'Guarantors' are, in the case of a Company all Directors of the Company and in the case of an un-incorporated business, all partners or members in the business.

*² In this Application, the term 'information' includes: -

- identity particulars (as set out in this Application) and other particulars including names, sex, address (and the previous 2 addresses), date of birth, name of employer and driver's licence number;
- the fact that the Applicant has applied for credit and the amount of such credit;
- the fact that Aussie is, may be or has been a provider to the Applicant;
- loan repayments which are overdue by more than 60 days and for which debt collection action has started;
- the fact that payments are no longer overdue in respect of any default that has been listed;
- information that, in the opinion of Aussie, either or both the Applicant and the Guarantors have committed a serious credit infringement (that is, acted fraudulently or shown an intention not to comply with credit obligations)
- dishonoured cheques – cheques drawn by either or both the Applicant and the Guarantors for \$100 or more which have been dishonoured more than once.

The Applicant(s) agrees to notify Aussie within 7 days of any changes to his/her/their Business or Corporate Structure which are likely to impact on an assessment of creditworthiness.

The Applicant understands that the application is for a 30 day Credit Account and means that in the normal course, invoices must be paid in full and without set off or deduction within 30 days of the date of issue of an invoice from Aussie for a purchase or otherwise incurring of credit.

The Applicant understands and agrees to be bound by the Terms and Conditions of Purchase.

(A copy will be supplied with a letter of notification of account being opened.)

The Applicant is duly authorised to make this application.

The Applicant certifies that the particulars of the Application are correct to the best of its knowledge.

DETAILS OF DIRECTORS, PARTNERS, INDIVIDUALS:

(Please arrange execution of additional copies where additional space is required).

PRINT FULL NAME	HOME ADDRESS	DOB	MOBILE TELEPHONE

An Applicant which is a corporation agrees that it **MUST** procure the execution of a guarantee by a director or directors reasonably acceptable to Aussie.

PRINT FULL NAME OF APPLICANT OR AUTHORISED REPRESENTATIVE/S

		Day of 2011
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SIGNATURE OF APPLICANT OR AUTHORISED REPRESENTATIVE/S

POSITION OF REPRESENTATIVE (eg DIRECTOR, CFO)

Date

		Day of 2011
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PRINT FULL NAME OF GUARANTOR

SIGNATURE OF GUARANTOR

Date

		Day of 2011
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PRINT FULL NAME OF GUARANTOR

SIGNATURE OF GUARANTOR

Date

GUARANTEE OF 30 DAY CREDIT ACCOUNT APPLICATION

All current directors/partners of _____ ABN _____ ('Applicant') must sign

 (Business Name) (ABN Number)

this guarantee (please arrange execution of additional copies of this guarantee where additional space is required).

In consideration of Aussie Switchboards (QLD) Pty Ltd ('Aussie') agreeing at the request of the directors of the Applicant/partners in the partnership comprising the Applicant ('Guarantor') to provide the Applicant with goods and services on credit, the Guarantor agrees with Aussie as follows:

1. Definitions

In this guarantee, except to the extent the context otherwise requires:

'Agreement' means any agreement for supply of goods and services between Aussie and the Applicant from time to time.

'Breach' means failure by the Applicant to:

- (a) perform a term of the Agreement;
- (b) observe a term of the Agreement;
- (c) indemnify any party, strictly as required by the Agreement.

2. Guarantee

The Guarantor guarantees the performance and observance of all terms of the Agreement by the Applicant and upon any Breach by the Applicant the Guarantor must immediately perform the term in place of the Applicant.

3. Indemnity

The Guarantor indemnifies Aussie against any loss or damage suffered by it because of:

- (a) any Breach by the Applicant;
- (b) the Agreement (or any provision of it) being void or unenforceable; or
- (c) disclaimer of the Agreement by the liquidator (or trustee in bankruptcy) of the Applicant.

The Guarantor acknowledges that these indemnities survive disclaimer or termination of the Agreement.

4. Enduring guarantee

The following circumstances (or any combination of them) do not diminish or extinguish the

enforceability of this Guarantee against the Guarantor:

- (a) assignment (with or without Aussie's consent) by the Applicant of its interests under the Agreement to a third party;
- (b) disposal by the Guarantor of all legal or beneficial ownership of shares held in the Applicant (if a corporation);
- (c) variation of the terms of the Agreement without consent of the Guarantor;
- (d) the omission of Aussie to exhaust all avenues of remedy against the Applicant before proceeding against the Guarantor;
- (e) compulsory winding up, liquidation or bankruptcy (as applicable) of the Applicant;
- (f) voluntary winding up, dissolution or death (as applicable) of the Applicant;
- (g) an indulgence of time, compromise or waiver by Aussie in favour of the Applicant;
- (h) any abandonment, compromise or release (in whole or part) of Aussie's rights against the Applicant;
- (i) a ruling by a court of law or equity that the Agreement or any clause in it is void or unenforceable;
- (j) if Aussie is proceeding against one or more of several persons comprising the Guarantor, the death or insolvency of any other of those persons;
- (k) termination by passing of time or rescission of the Agreement.

5. Multiple guarantor

Where the Guarantor is comprised of more than one person:

- (a) the liability of the persons comprising the Guarantor is joint and several;
- (b) the enforceability of this guarantee against any signatory is not conditional upon:
- (c) any other person comprising the Guarantor signing this guarantee;

- (d) the enforceability of this guarantee against any or all of the other persons comprising the Guarantor.

6. Enforceable by Aussie and successors

The terms of this guarantee are enforceable not only by Aussie, but also by all successive assignees of Aussie's interests and that notice in writing of any assignee's acceptance of the benefit of the Agreement signed by the assignee in question or its agent and given to the Guarantor in accordance with the notice provisions of this guarantee constitute an effective 'acceptance' within section 55(6) Property Law Act 1974 (Qld) and render this guarantee immediately enforceable at the suit of the assignee in question.

7. Waiver of defence

The Guarantor waives the benefit for the duration of the Agreement of all:

- (a) legal equitable defences available to the Applicant; and
- (b) rules of law or equity relating to contracts of guarantee,

which would have the effect of redrawing or extinguishing rights of action by the Applicant against the Guarantor under this guarantee.

8. Severance

Any provision of this guarantee which may be void or unenforceable at law or in equity does not render this guarantee unenforceable but will be severed so as to preserve the remainder.

9. Interest on overdue payments

If the Guarantor fails to pay Aussie any moneys payable pursuant to the guarantee within 7 days following demand, the Guarantor must pay to Aussie interest on the outstanding moneys or so much as remain unpaid from the due date until the date of payment and also upon any judgment which Aussie may obtain against the Guarantor from the date of that judgment until satisfaction, at the rate of 1.75% per month.

EXECUTION BY GUARANTORS

The Guarantor is given express notice by Aussie that it is advisable for the Guarantor to take specific independent legal advice on the terms of the Agreement and the extent of the Guarantor's obligations under this guarantee prior to signing the document and the Guarantor's signature without that advice will be deemed a positive act of waiver of the necessity of it by the guarantor with knowledge of this notice.

NOTE: ALL DIRECTORS/PARTNERS MUST SIGN. CREDIT WILL BE REFUSED WITHOUT.

(Please arrange execution of additional copies of this guarantee where additional space is required).

SIGNED SEALED AND DELIVERED by the Guarantor in the presence of:

Print Name of Guarantor

Address of Guarantor

Signature of Guarantor

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Signature of Witness

Print FULL name of Witness

▲ Date: / / 2011

SIGNED SEALED AND DELIVERED by the Guarantor in the presence of:

Print Name of Guarantor

Address of Guarantor

Signature of Guarantor

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Signature of Witness

Print FULL name of Witness

▲ Date: / / 2011