

Terms & Conditions

General Terms & Conditions for all users

Version: December 2023

1. General Terms of use

1.1 Use of this Site and our Products

The following are the General Terms of use (**General Terms**) between us and you that set out the terms and conditions for your use of the Site and our Products. Please read these terms carefully before using the Site or our Products.

These General Terms apply to the relevant contents of the Website under the domain name etika.com (**Site**) operated by etika Australia Pty Ltd (ACN 629 009 025) (as the context requires **we**, **our** or **us**) and to any correspondence by email, post or other means of communication between us and you.

By using this Site or our Products you indicate that you have read, understood, and agree to be bound by these General Terms and to comply with all applicable laws and regulations. If you do not accept these Terms, please do not use the Site or use our Products.

1.2 Documentation

Your access to the Site and use of Products is subject to the following terms and conditions:

- (a) these General Terms;
- (b) the relevant Product Terms and Conditions, if any;
- (c) the relevant Loan Schedule, if any;
- (d) the etika Privacy Policy;
- (e) notices, disclaimers and any other relevant content published on this Site,

and to the extent of any inconsistency between these documents they shall prevail in the order (a) to (e) as set out above. These documents are together the 'Agreement' between you and us in relation to your use of the Site and our Products.

1.3 Variation to these General Terms

We may, at our sole discretion, vary or modify these General Terms without prior notice. Any varied or modified General Terms will appear on the Website. If we do so, then:

- (a) where you acquire a loan from us on or after the date of variation or modification (**Variation Date**), then the varied or modified terms will apply to the Agreement for that loan; and
- (b) no variation or modification to these terms will apply to loan(s) in respect of which you have entered into one or more Agreement(s) to acquire before the Variation Date, except where the variation or modification:
 - (i) is required by law (including a change in law or regulation) or a regulator's interpretation of the law or regulation, or by a direction issued by a regulator;
 - (ii) is required to protect the integrity of the etika systems; or
 - (iii) is to introduce new fees or charges, or vary existing fees or charges,and in these cases then, where this variation or modification is to your detriment (**Detrimental Change**) we will give you not less than 31 days' notice of that variation or modification. Following the relevant notice period (if any), the relevant Agreement will be modified or varied accordingly, subject to paragraph (d) below;
- (iv) is not to your detriment. In this case, we will notify you of that variation or modification, which will apply to those existing Agreement(s) between us and you with effect from the date on which we notify you.
- (c) if you do not agree with a Detrimental Change, that applies to an existing Agreement, then you may exit that Agreement by:
 - (i) notifying us you wish to do so; and
 - (ii) paying us all amounts owing under that Agreement,within the notice period mentioned in paragraph (b) above. In this case you are not required to pay us any additional fees, charges or penalties.

2. Your agreement

2.1 Agreement

These General Terms are the General terms and conditions which form part of your loan agreement with us. Please read these General Terms carefully.

We recommend that you store or print a copy of these General Terms for your records.

2.2 Our Products

Our Products allow you to make Purchases of goods or services offered by online or in-store Suppliers. However, etika does not:

- (a) enter into a partnership, joint venture, agency or employment relationship with you;
- (b) guarantee the identity of any Supplier;
- (c) determine if you are liable for any taxes; or
- (d) collect or pay any taxes on your behalf that may arise from your use of our Products.

2.3 Acceptance of the Agreement

By clicking 'accept' and borrowing from us, you acknowledge and agree that:

- (a) you meet the eligibility criteria set out in clause 4.3;
- (b) you are bound by the Agreement and, if there is more than one of you, each of you is individually liable, and all of you are jointly liable; and
- (c) the Agreement forms a binding legal contract between you and us.

3. Applications

3.1 Online applications

To the extent possible we choose to carry out transactions by means of electronic communication in accordance with the *Electronic Transactions Act 1999 (Cth)* and other relevant regulations. Where you have applied to use etika's services using electronic means, you consent to using electronic means to form, or agree, or agree to, or bind you to, legal obligations. Therefore, where you indicate through electronic means your agreement to, or acceptance of, terms and conditions, offers and other documents, you will be taken to have read, understood and agreed to, or signed them.

To access the full range of our Products and to view all the available details we require that you register an etika account (**Electronic Account**) (thereby becoming an Electronic Account holder) using a valid email, a username, a secure password and security question. Each Account registration is for a single user or joint users only where you are married or in a de facto relationship (**Joint Registration**). If you are eligible for Joint Registration and register an Account, you and your registering partner will be held to be jointly and severally liable at all times. You must not share your username and password with any other person nor with multiple users on a network.

You agree that anywhere we are required, by law or otherwise, to provide you with any documentation you consent to the provision of that document electronically through the links on the Site or any other means we choose to use. Paper documents may no longer be given to you and you must regularly check your email, your Account or text messages for the documents. You also consent to receive notices, information and other disclosures in electronic form we choose to use through the links on this Site or any other means.

You are responsible for maintaining the confidentiality of your password and security question at all times. Please notify us immediately of any unauthorised use or any other breach of security in relation to your Account. You may not use an Account held by any other individual or entity to access our services at any time.

3.2 Offline applications

To access our Products using the offline application process, we require that you complete relevant paper-based documentation and materials and that you provide us with accurate information and personal details including, but not limited to your landline phone number and postal address. etika will then establish a customer account for you (**Account**), using the information you have provided. Each Account registration is for a single user or joint users only where you are married or in a de facto relationship (**Joint Registration**). If you are eligible for Joint Registration and opt for such an Account, you and your registering partner will be held to be jointly and severally liable at all times.

Where you have applied to use etika's services using a paper-based application form or by other offline means, you consent to those means facilitating the formation of, or agreement of, or agreement to, or binding of, legal obligations. Therefore, where you indicate your agreement to, or acceptance of terms and conditions, offers and other documents by completing the relevant application materials and documents and by signing/executing them, you will be taken to have read, understood and agreed to them. For such applications and transactions, communications will be conducted by post and telephone, using the details you provide to us, including but not limited to your postal address and

landline telephone number. We rely on the accuracy of the information you provide to us to ensure that all relevant communications, documents and materials are delivered to you in a timely manner.

You acknowledge that communications required for these applications and transactions may rely on factors outside our control, such as postal services. We will use reasonable endeavours to overcome any fault in those factors and undertake best efforts to ensure relevant communications are delivered to you in a timely manner. We are not responsible or liable for the delay, loss or any other failure related to relevant communications and materials delivered to you by these offline means. Documents and/or relevant communications sent to you by post are deemed to be delivered and/or served in the ordinary course of post.

The Site contains information and features that you can access and use, including borrowing and lending Products and related services, monitoring your loans, participating in groups and any other features or content we may add in the future.

4. Our loans

4.1 Our loans

- (a) We may make advances to you to allow you to buy goods or services offered by Suppliers.
- (b) Unless otherwise stated in a Loan Schedule, no interest charges are payable by you for the use of our Products. However, for some Products fees may apply. Please refer to the relevant Loan Schedule.
- (c) By placing an Order with a Supplier and using our Products, you provide us with unconditional and irrevocable consent and direction to pay (or procure our Affiliate to pay) the Supplier. In return, you agree to repay or pay to us, as principal debtor:
 - (i) the agreed amounts (which may include any applicable taxes, duties or other related amounts charged by the Supplier) and on the dates outlined in the relevant Loan Schedule and your Payment Schedule;
 - (ii) plus any additional applicable Fees, as set out in your Loan Schedule.
- (d) You direct us to pay the amount of your advance to or at the direction of the relevant Supplier.
- (e) You acknowledge that we do not have any control over, and are not responsible or liable for, the products or services Purchased from Suppliers. We cannot ensure that a Supplier you are dealing with will complete the transaction.
- (f) We do not guarantee the identity of any Supplier and are not liable for any failure to supply goods or services by any Supplier.

4.2 Your consumer rights

- (a) As a consumer, you may have certain rights under consumer protection legislation. These rights include:
 - (i) statutory guarantees under the Australian Consumer Law that goods will be of acceptable quality, match their description, and be fit for any purpose made known to the consumer, and that services supplied will be provided with due care and skill, and be reasonably fit for any specified purpose; and
 - (ii) non-excludable implied warranties that financial services will be provided with due care and skill, and that the services and any materials supplied in connection with them will be fit for any specified purpose.
- (b) Nothing in the Agreement is intended to exclude, restrict or modify any of your consumer rights.

4.3 Your eligibility

To be eligible to borrow from us, you must:

- (a) be an individual (i.e. natural person) and be at least 18 years old;
- (b) have permanent residency status in Australia;
- (c) be capable of entering into a legally binding contract;
- (d) have a valid and verifiable email address and Australian mobile phone number or applied for an offline product and do not have an email account and/or Australian mobile phone, but do have a residential/postal address (for the purpose of receiving communications and correspondence by mail) and a valid landline phone number;
- (e) provide a valid delivery address in Australia;
- (f) have access to a Payment Method, for example, by being the holder of an Australian debit or credit card issued by Visa or Mastercard; and
- (g) use your real name and true and correct personal details, and not use an alias or false identity, or provide false, inaccurate or misleading personal details, or seek to establish a fake,

untraceable or unverifiable Account.

5. Your Account

5.1 Creating your Account

- (a) You are responsible for maintaining the security of your Account details. We are not responsible for unauthorised access and use of your Account unless we have failed to take reasonable steps to prevent such unauthorised access or use.
- (b) You are responsible for all activities (including borrowing and repaying loans) made using your Account, whether or not you authorise that use, unless we have failed to take reasonable steps to prevent such unauthorised access or use.

5.2 Your obligations to us as an account holder

By holding an Account with us, you agree to:

- (a) pay us any applicable money associated with your Account;
- (b) not provide us with any information that is false, inaccurate or misleading (including, without limitation, in relation to your identity or personal details, or by using an alias or false identity);
- (c) ensure any information about you, including your contact details, is true, current and complete;
- (d) if your information changes, update that information through your Account via our Website;
- (e) provide to us in a timely manner all documentation relating to your identity, if requested by us;
- (f) not use your Account or a loan for any unlawful, fraudulent or improper purpose;
- (g) co-operate fully with us to investigate any suspected unlawful, fraudulent or improper activity on your Account;
- (h) not permit others to use your Account, or allow anyone else to have or use your account password details;
- (i) immediately contact us if you believe that your Account may be subject to an unauthorised transaction, account takeover, or other type of fraudulent activity or security breach;
- (j) authorise us to disclose card-related profile and purchase behaviour information to third parties (including, without limitation, Visa and Mastercard); and
- (k) not open or use more than one Account.

5.3 Closing your Account

- (a) You may request to close your Account by contacting us directly. You may only request to close your Account if:
 - (i) all amounts owing to us by you under a loan (including any fees) have been paid in full to us;
 - (ii) no disputes or refunds are in progress;
 - (iii) you meet any additional requirements in the relevant Loan Schedule;
- (b) We may suspend or close your Account at any time if we consider, acting reasonably that:
 - (i) you have breached clause 5.2;
 - (ii) your Account is or may be subject to an unauthorised transaction, account, takeover, or other type of fraudulent activity or security breach;
 - (iii) to protect the integrity of the etika systems;
 - (iv) where required by law or regulation, or a regulator, to do so.
- (c) If your Account is suspended or closed:
 - (i) we do not promise that any further loans will be made or will continue to be made to you after the date of that suspension or closure; but
 - (ii) the terms of existing Agreement(s) will continue to apply to any loans made prior to such suspension or closure until all amounts owing are received in full (including any fees).

6. Automatic Payments

- (a) We may debit any money due to us by you to your Nominated Card.
- (b) You are responsible for ensuring that you have sufficient funds in your Nominated Card available to make payments due to us under the Agreement.
- (c) You are liable for any fees or charges imposed by your Nominated Card, except to the extent that such fees or charges arise as a result of our error or system failure. If any fees or charges are imposed as a result of our error or system failure, you must provide us with a copy of the relevant records, and we will reimburse you for the relevant fees or charges.

- (d) If an Automatic Payment fails on any of the dates specified in your Payment Schedule, we reserve the right to process the payment at a later time or date. If a payment is not processed on or before the due date and remains unpaid after 31 days, fees may apply (see the relevant Loan Schedule).
- (e) You can change your Nominated Card or Payment Method at any time.
- (f) If you have difficulties making payments under the Agreement, you should contact us as soon as possible on 1300 324 737.

7. Refunds

- (a) If you decide to return goods to a Supplier that have been Purchased using a loan made by us, and request a refund, you must directly arrange the return with the Supplier.
- (b) Using etika to pay for any products or services will not affect any of your existing rights to refund under Australian consumer law or otherwise.
- (c) Unless we are notified by a Supplier that a return and refund is in progress, we will continue to process any Automatic Payments in accordance with the due dates set out in your Payment Schedule.
- (d) Until such time that the Supplier has issued a refund to us for those goods, you will remain liable to us for the full payment of the goods in accordance with your Payment Schedule.
- (e) Once the Supplier has issued a refund to us for the goods, we will issue a refund to your Nominated Card (or, if that is not possible, to any other card that you have provided details of) and/or adjust your Payment Schedule accordingly (including to reduce or cancel any future payments).
- (f) If you return a product to a Supplier after our loan for that Purchase has been repaid in full, the Supplier will provide any agreed refund directly to you. We will not be involved in the returns process.

8. Assessment and checks

8.1 Identity checks

- (a) We may verify your identity, including if required under the *Anti-Money Laundering and Counter- Terrorism Financing Act 2006 (Cth)*. You agree to provide any information or documentation reasonably requested by us or a Supplier to verify your identity in connection with your Account.
- (b) You authorise us to make any enquiries we consider reasonably necessary to verify your identity and assess your capacity to make payments in respect of any actual or proposed loan.
- (c) You authorise us (or any third parties providing services on our behalf) to disclose to third parties, to the extent required by any applicable laws, any information in relation to you or your Account. You acknowledge that we reserve the right to report any negative activity on your Account (including late payments, missed payments, defaults or chargebacks) to credit reporting agencies.
- (d) We will treat any information you provide to us for this purpose in accordance with our Privacy Policy.

8.2 Pre-authorisation

- (a) As part of our approval process, we may conduct a pre-authorisation of your Nominated Card. This may involve placing funds in the account linked to your Nominated Card on hold each time you make an online Purchase or add a new card to your Account.
- (b) For online Purchases:
 - (i) the pre-authorisation amount will not exceed your first instalment owed to us for that Purchase; and
 - (ii) we immediately instruct your bank to void this pre-authorisation transaction.
- (c) No funds are received by etika during the pre-authorisation process.
- (d) We cannot guarantee the time it takes for your bank to process both the pre- authorisation transaction and our voiding of that transaction.

9. No warranties regarding Website

While we have made every effort to ensure that information is free from error, we do not warrant the accuracy, adequacy, suitability or completeness of material on the etika Website or as provided to you by other means. Use of the etika Site and/or services are at your own risk.

Although we make every effort to keep our Website a safe and stable environment, we do not guarantee that the etika Website will be free from viruses, that the etika Websites will be available, or that access to the etika Site or service will be uninterrupted. You are responsible for taking appropriate

precautions for the protection of your computer system and data.

10. Breach of the Agreement

10.1 Material breach

- (a) You acknowledge that any breach by you of an obligation contained in the Agreement in relation to:
 - (i) the information you provide to us;
 - (ii) the identity that you use; and
 - (iii) your use of your Account and our Products being for the intended purpose, including, without limitation, a breach of:
 - (A) clause 4.3;
 - (B) clause 5.2(b); or
 - (C) clause 5.2(f),constitutes a material breach of the Agreement.

10.2 Our rights

- (a) If we reasonably consider that you have breached a material provision of the Agreement, then you agree to provide us with copies of all documents, notes or communications requested by us in relation to such alleged breach.
- (b) If we determine that you have breached a material provision of the Agreement, we may:
 - (i) suspend or close your Account;
 - (ii) set-off any amount owed by us under the Agreement against any amount owed to us under the Agreement;
 - (iii) exercise any right, power or privilege conferred by law, equity, or the Agreement.
- (c) This clause 10.2 survives termination of the Agreement.

10.3 Indemnity

- (a) You indemnify us and our officers, contractors, agents and employees for any loss, costs (including reasonable legal fees), expense or damage which we or our officers, contractors, agents and employees sustain or incur:
 - (i) in connection with any claim or demand made by any third party due to, or arising out of, your breach of an Agreement, or your breach of any law or of the rights of a third party relating to your use of your Account or a loan made under an Agreement; and
 - (ii) as a direct or indirect consequence of unauthorised users accessing your Account as a result of your negligence.
- (b) Your liability under clause (a) will be reduced proportionately to the extent that we or our officers, contractors, agents and employees:
 - (i) caused or contributed to the relevant claim, demand, loss or damage; or
 - (ii) failed to take reasonable steps to mitigate the relevant claim, demand, loss or breach.

11. Complaints and disputes

11.1 Disputes between you and a Supplier

- (a) If you have a dispute with a Supplier, you should file your complaint with the Supplier directly.
- (b) In some cases, we may facilitate communication between you and the Supplier.
- (c) However, the outcome of your dispute with the Supplier will not affect our rights and remedies under the Agreement or your obligation to meet any payments due to us, except as expressly provided in clause 4.3.

11.2 Disputes between you and us

- (a) We endeavour to:
 - (iii) acknowledge receipt of all complaints within 5 business days; and
 - (iv) resolve all complaints within 21 days.

- (b) If you wish to raise a dispute or submit a complaint to us, please contact us at the contact details listed below. Disputes should be raised with us as soon as possible.
- Email: complaints.au@etika.com
- Website: www.etika.com
- Phone: 1300 324 737
- In writing to: PO Box 606
North Sydney NSW 2059
- (c) We may request additional documentation from you to assist us in resolving any complaints or disputes, and you must provide all reasonable assistance to us to facilitate us resolving any complaints or disputes.
- (d) If you are not satisfied with the outcome of your complaint after it has been through our internal disputes process above, you can contact the Australian Financial Complaints Authority (AFCA) at the contact details listed below.
- Email: info@afca.org.au
- Website: www.afca.org.au
- Phone: 1800 931 678 (free call)
- In writing to: GPO Box 3
Melbourne VIC 3001

12. GST

12.1 Definitions

Words used in this clause 12 which are not otherwise defined but which have a particular meaning in the GST law (as defined in the GST Act, and also including any applicable legislative determinations and Australian Taxation Office public rulings) have the same meaning, unless the context otherwise requires. Additionally:

- (a) any reference to GST payable by you or us includes any corresponding GST payable by the representative member of any GST group of which you or we are a member; and
- (b) if the GST law treats part of a supply as a separate supply for the purpose of determining whether GST is payable on that part of the supply or for the purpose of determining the tax period to which that part of the supply is attributable, such part of the supply is to be treated as a separate supply.

12.2 GST

Each of you and we agree that our supply of services to you is a financial supply. Therefore, unless GST is expressly included, any payment expressed to be payable under these General Terms does not include GST.

12.3 Gross up for GST if any supply is not Input Taxed

However, if any supply made under or in connection with these General Terms is a taxable supply, then the GST exclusive consideration which you must otherwise pay us for that supply is increased by an amount equal to that consideration multiplied by the rate at which GST is imposed in respect of the supply, and is payable at the same time. In this case, we will issue you with a Tax Invoice for the relevant amount.

13. Notices and communications

13.1 How we communicate with you

- (a) Any agreement, notices or other communications regarding your Account and/or your use of our Products may be provided to you electronically.
- (b) You agree to receive all communications from us in electronic form. Communications will usually be sent to you electronically.
- (c) We may give you any notice, statement or demand by:
- (i) delivering it personally, or sending it by post, to your nominated address listed on your Account; or
 - (ii) sending it electronically to your nominated electronic address listed on your Account (including via email or SMS).
- (d) A notice or any other document given by us to you will be taken to have been served:
- (i) if posted, when it is received in the ordinary course of post;

- (ii) if sent electronically, on conclusion of transmission.
- (e) Service by any of the methods described in this clause will be valid and effectual even though you do not receive the document or if the document is returned to us unclaimed.
- (f) You consent to us using the contact details you have provided to us to:
 - (i) contact you on an ongoing basis for marketing purposes, whether by email, SMS, phone or otherwise (unless you have notified us that you do not wish to receive such communication); and/or
 - (ii) contact you in relation to your Account and/or our Products.
- (g) You acknowledge that we (or any third party providing services on our behalf) may monitor or record telephone conversations or electronic communication for quality control and training purposes or for our own protection.

13.2 How you can communicate with us

- (b) Unless otherwise stated, any notices to us should be given by mail to:

etika Australia Pty Limited
PO Box 606
North Sydney NSW 2059
- (c) If you wish to contact us for any other reason, you can do so by:

Email: enquiries.au@etika.com
Phone: 1300 324 737
Mail: PO Box 606
North Sydney NSW 2059

14. General provisions

14.1 Copyright

Copyright of the material on this Website is owned by or licensed to etika.

Except where necessary for viewing the material on this Site on your browser, or as permitted under the *Copyright Act 1968 (Cth)* or other applicable laws or these General Terms, no material on our Site or part of our service may be reproduced, adapted, uploaded to a third party, linked to, framed, distributed, displayed or transmitted in any form by any process without the specific written consent of etika. You must not use any trade mark displayed on the etika Website in any way without our express written consent.

14.2 Jurisdiction

Unless otherwise stated, the information on the etika Site is provided in compliance with Australian law and is only intended for persons within Australia. The etika Site 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.

14.3 Assignment

- (a) We may assign, novate or otherwise deal with our rights and obligations under an Agreement, and any document or agreement entered into or provided under or in connection with an Agreement in any way we wish. We are not required to give you notice of those dealings or seek your consent for them, unless the dealing would detrimentally affect your right under an Agreement. In this case we must seek your prior written consent to the dealing, which you must not unreasonably withhold.
- (b) Subject to paragraph (a) above, you must sign anything and do anything we reasonably require to enable any dealing with an Agreement, and any document or agreement entered into or provided under or in connection with an Agreement.
- (c) Any dealing with our rights does not change your obligations under an Agreement in any way.
- (d) You may not assign, novate or otherwise deal with your rights or obligations under Agreement, and any document or agreement entered into or provided under or in connection with an Agreement.
- (e) We may disclose information about you, your Account and an Agreement to anybody with whom we are permitted to enter into a dealing under this clause 14.3.

14.4 System Outages

- (a) Access to our Products or our Website may occasionally be unavailable or limited due to hardware or software failure or defects, overloading of system capacity, damage from natural events or disasters or disruptive human activity, interruption of power systems, labour shortages or stoppages, legal or regulatory restrictions, or other causes outside of our control.

- (b) To the extent permitted by law, we will not be liable for any loss or damage which you may incur as a result of our Products or our Website being unavailable.

14.5 Governing law

The Agreement is governed by the law in force in New South Wales, Australia. Each of you and us irrevocably submits to the non-exclusive jurisdiction of courts of that place.

15. Definitions and interpretation

15.1 Definitions

Unless the context otherwise requires, terms in this document are defined as follows.

Account means the account that we create to uniquely identify you and to make loans to you.

Affiliate means external party appointed by etika to provide services that facilitate the completion of transactions.

Agreement has the meaning set out in clause 1.

Australian Consumer Law means Schedule 2 of the *Competition and Consumer Act 2010 (Cth)* and equivalent legislation in any relevant State or Territory.

Automatic Payment means any payment that we automatically charge directly to your Nominated Card, through your nominated Payment Method, on a one-time or regular basis in agreed amounts as outlined in your Payment Schedule.

Consumer Product means a consumer product supplied by us to you.

Loan Schedule means a document describing the terms on which we supply a particular Product to you.

Detrimental Change has the same meaning set out in clause 1.3(b).

GST means GST as defined in the GST Act, or any like tax.

GST Act means *A New Tax Systems (Goods and Services Tax) Act 1999 (Cth)*

Nominated Card means the Australian debit or credit card that you nominate through your Account to be charged for payments, including Automatic Payments.

Payment Method means any method accepted by us from time to time to process payments and includes the payment method you nominate through your Account.

Payment Schedule means the list of amounts that you are entitled to pay us in relation to a loan and the due dates of each payment. Your Payment Schedule forms part of your Loan Schedule.

Purchase means a purchase of goods or services from a Supplier.

Supplier means any online or in-store merchant with which we have a merchant agreement and whose goods or services may be purchased by you using our Products.

Variation Date has the same meaning as set out in clause 1.3(a).

Website means www.etika.com and any other Website operated by etika.

We/us/our means etika Australia Loan SPV Pty Ltd ACN 635 253 646 and includes a related body corporate or related entity of etika Australia Pty Ltd ACN 629 009 025 where applicable.

You/your means the borrower named in the Schedule.

15.2 Interpretation

In this document:

- (a) a reference to the singular includes the plural;
- (b) reference to a document includes any variation or replacement of it;
- (c) headings are for ease of reference only and not to assist interpretation; and
- (d) use of examples is illustrative of the context only and does not limit the natural meaning of the terms of your loan contract.