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CREDIT APPLICATION FORM

Status: Company Non Profit Organisation

Trading Name: _____ ABN: _____

Company Name: _____ ACN: _____

Registered Address: _____

Nature of Business: _____

Date Business Commenced: _____

Period Owned/Controlled by Current Management: Years: _____ Months: _____

Are you a Subsidiary/Division of a Parent Company? Yes No

If 'Yes', who?: _____

Preferred Method of Account Settlement: Bank Transfer/EFT Credit Card

Credit Limit Applied for: \$ _____

Invoicing Address: _____ Suburb: _____

State: _____ Postcode: _____ Phone: _____

Physical Address: _____ Suburb: _____

State: _____ Postcode: _____ Phone: _____

Email: _____

If a Company or Partnership Please List Directors and/or Partners Names and Addresses:

1. Name: _____

Address: _____

2. Name: _____

Address: _____

3. Name: _____

Address: _____

Bank or Building Society Name: _____

Account Name: _____

BSB: _____ Branch: _____ Account Number: _____

1300 433 572
www.geeks2u.com.au

Geeks2U Pty Limited ABN 27 125 370 434
Head Office: Level 19, 323 Castlereagh Street, Sydney NSW 2000
Postal Address: PO Box 20794, World Square NSW 2002
Fax: 1300 886 607 Email: info@geeks2u.com.au





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Trade References:

1. Name: _____

Address: _____ Phone: _____

2. Name: _____

Address: _____ Phone: _____

3. Name: _____

Address: _____ Phone: _____

Authorised Person:

Full Name: _____

Address: _____

Suburb: _____ State: _____ Postcode: _____

Position: _____

Signature: _____ Date: _____

Should we have any questions regarding your application, whom should we contact?

Name: _____ Phone: _____

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TERMS & PRIVACY CONSENT

By submitting this Credit Application, you will be taken to have read and understood the terms and conditions and privacy consent set out in the attached terms sheet.

Credit Account Terms and Conditions

By submitting this Credit Application, you will be taken to have read and understood the following terms and conditions and privacy consent.

(Geeks2U Pty Ltd referred to as "Geeks2U")

1. Terms

In applying for a credit account with Geeks2U, you or your business entity on whose behalf you are acting (who in these Terms and Conditions will be referred to as "the Customer") acknowledge that any credit granted following this application will be subject to these Terms and Conditions or as subsequently varied by Geeks2U in accordance with clause 17.

2. Payment Terms

Payment terms are "Net 30 Days", payment being due within 30 days from the date of invoice unless alternative terms are agreed upon by Geeks2U in writing. Account payments are not subject to any settlement discount.

3. Credit Limit

The Business Account credit limit approved by Geeks2U and advised to the applicant must not be exceeded. Geeks2U periodically reviews its credit limits. By agreeing to these Terms and Conditions, the Customer permits Geeks2U to review and revise its credit limit from time to time. Geeks2U

may increase the Customer's credit limit at the Customer's specific request if Geeks2U, in its absolute discretion, is satisfied that the Customer is sufficiently creditworthy. Geeks2U may also reduce the Customer's credit limit either upon the Customer's request, or without the Customer's approval, but Geeks2U will not reduce the Customer's credit limit below the outstanding balance on the Account at the time of the reduction without prior communication with the Customer.

4. Title and Risk

Ownership in Goods invoiced remains with Geeks2U and does not pass to the Customer until payment is made in full. Notwithstanding the ownership in the Goods remaining with Geeks2U until full payment is made, risk in the Goods passes to the Customer immediately upon delivery of the Goods to the Customer.

5. Personal Property Securities

If Geeks2U determines that these Terms and Conditions (or a transaction in connection with it) are or creates a security interest for the purposes of the Personal Property Securities Act 2009 (Cth), the Customer agrees to do all things which Geeks2U considers necessary for the purposes of registering its security interest, including providing consents, signing and producing documents, or supplying information.

6. Outstanding Amounts

Geeks2U, or its representatives, reserves the right to actively pursue collection of outstanding amounts, and costs, if any, will be passed on to the account of the Customer.

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7. Set-Off

Geeks2U may at any time set-off amounts owed by Geeks2U to the Customer from the amounts owed by the Customer to Geeks2U. Geeks2U will ordinarily apply payments against the oldest outstanding amount due.

8. Customer Warranties

The Customer warrants to Geeks2U that:

- a. all statements made and documents provided in connection with the credit application and all representations that the Customer has made or may make during the term of these Terms and Conditions to Geeks2U are true and correct; and
- b. the credit account is required for the Customer's business or commercial purposes and will not be used for personal, domestic or household purposes.

The Customer acknowledges that Geeks2U relies on the correctness of these warranties in approving the credit application and continues to rely on these warranties in its further dealings with the Customer.

9. Customer Indemnities

The Customer indemnifies and holds harmless Geeks2U and its officers, employees and agents from and against all actions, claims, proceedings or demands which may be brought or made against it or them or any of them in respect of any loss, injury, or damage arising out of any:

- a. unauthorised use of the Customer's credit account;
- b. any breach of these terms and conditions by the Customer; or
- c. any negligent act or omission by the Customer,

and from and against all damages and reasonable costs and expenses incurred in defending or settling any action, claim, proceeding or demand arising from such breach, act or omission.

10. Geeks2U's Liability

So far as the law permits, the liability of Geeks2U for a breach of a condition or warranty that cannot be excluded is limited, at the option of Geeks2U, to:

- a. the replacement or repair of the Goods;
- b. the supply of equivalent goods; or
- c. the cost of replacing or repairing the Goods or of acquiring equivalent goods.

11. Privacy

Geeks2U hereby advises that, pursuant to section 18E(8) of the Privacy Act 1988, information disclosed in the course of this credit application may be disclosed to a credit reporting agency. Under section 18E(8)(c) of the Privacy Act 1988 Geeks2U is allowed to give a credit reporting agency personal information about the Customer's credit application, information which may be given to an agency is covered by section 18E(1) of the Act and includes identity particulars (as permitted by the Privacy Commissioner's determination issued under section 18E(3)); the fact that the Customer has applied for credit and the amount, the fact that Geeks2U is a credit provider to the Customer, payments which become overdue outside of agreed trading terms and for which collection action has been commenced; advice that payments are no longer overdue; cheques drawn by the Customer which have been dishonoured more than once; in specific circumstances, that in the opinion of Geeks2U you have committed a serious credit infringement; that

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credit provided to you by Geeks2U has been paid for or otherwise discharged.

Pursuant to sections 18K(1) and 18N (1) of the Privacy Act 1988 and paragraph 2.12 of the Credit Reporting Code of Conduct issued under section 18A of that Act, the Customer hereby agrees to Geeks2U obtaining personal information from a credit reporting agency or a credit provider for the purpose of assessing this application for commercial credit (including information as to creditworthiness); and agree to that agency or provider providing that information to Geeks2U for that purpose. You further agree to the obtaining from, and provision by, such agency or provider further credit reports, which may assist Geeks2U in recovering any sums outstanding under the terms of the commercial credit agreement to which this application may lead.

12. Costs

You are responsible for any stamp duty or other government charges levied on or in connection with this Application, Terms and Conditions, credit facility or guarantee.

13. Director's Guarantee

If you are a body corporate, Geeks2U may require one or more of your directors or officers to guarantee repayment of the balance of the credit facility. Geeks2U will notify you of this requirement and seek your consent.

14. Contact Details

You must notify Geeks2U promptly of any change in your name, address, telephone number or any other contact details you have previously provided to Geeks2U. To notify any such changes, please email our customer service team at customer.service@geeks2u.com.au.

15. Default

If you or an authorised operator:

- a. obtain credit by fraud or dishonesty; or
- b. allow the amount of a monthly statement to remain unpaid for more than 30 days from its due date; or
- c. breach any of these terms and conditions; or
- d. being an individual commit an act of bankruptcy or become insolvent under administration; or
- e. become an externally-administered body corporate or have an application for winding-up filed against you; or
- f. use the credit facility in circumstances where Geeks2U believes that the continued use of the credit facility may cause loss or damage to you or Geeks2U; or if
- g. any person who has guaranteed your obligations under the credit facility withdraws his, her or their guarantee, then Geeks2U may close or suspend the credit facility. If the credit facility is closed or suspended, then Geeks2U may require immediate payment of all outstanding amounts. Suspension or cancellation does not affect any of your obligations or those of any authorised operator in respect of the credit facility.

16. Notice

Notices served under these Terms and Conditions may be delivered by post, or by email to:

- a. the Customer - at the postal or email address provided in the credit application or notified in writing by the Customer to Geeks2U from time to time;
- b. Geeks2U - at Level 19, 323 Castlereagh Street Sydney NSW 2000; email customer.service@geeks2u.com.au.

Notice is taken to be given:

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- c. if hand delivered, on delivery;
- d. if sent by pre-paid post, three (3) business days after the date of posting for local or interstate mail; or
- e. if sent by email, will be taken to be duly given or made on receipt by the sender of an acknowledgment by the intended recipient that the notice has been received (other than by way of an automatically generated message by the mail server on which the recipient's email account is stored).

17. Variation

Geeks2U may vary the terms and conditions of the Account with respect to future transactions between Geeks2U and the Customer:

- a. by agreement between Geeks2U and the Customer; or
- b. unilaterally by Geeks2U giving to the Customer not less than seven days' prior written notice specifying the variation and the date on which the variation becomes effective.

Notice of the variation under this clause need not be sent separately and may be sent with the Customer's statement of account or as part of any other correspondence.

18. Assignment

The Customer must not assign the Contract without the consent in writing of Geeks2U which it may withhold in its absolute discretion.

19. Waiver

Failure by Geeks2U to enforce its obligations under the Contract does not constitute waiver of Geeks2U's rights unless it is in writing, nor does it affect the obligation of the Customer to make any further payments as and when they fall due.

20. Governing law

These Terms and Conditions are governed by the laws in force in Victoria, Australia.

**Please return form to The Credit Manager:
Address: Geeks2U - PO Box 20794, WORLD SQUARE NSW 2002
Email: accounts@geeks2u.com.au**

OFFICE USE ONLY

Application Requested by: _____

Date Requested: _____

Confirm that Fax Received by the Credit Department: Yes No

Date Sent: _____ Credit Details Checked by: _____

Credit Approved: Yes: No Approved by: _____ Date Approved: _____

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GUARANTEE

In consideration of Geeks2U (ACN 125 370 434, ABN 27 125 370 434)

A.B.N: _____

Name of Company/Trading Name of the Applicant: _____

Business Address of the Applicant: _____

At the request of the Guarantor/s:

Name of Guarantor: _____

Residential Address of Guarantor: _____

Date of Birth: _____

Name of Guarantor: _____

Residential Address of Guarantor: _____

Date of Birth: _____

Name of Guarantor: _____

Residential Address of Guarantor: _____

Date of Birth: _____

"THE GUARANTOR/S"

The Guarantor/s jointly and severally and unconditionally and irrevocably guarantee to pay Geeks2U on demand in writing by or on behalf of Geeks2U any amount which is now or may from time to time become due by the Applicant to Geeks2U on any account in any manner whatsoever and whether alone or jointly with any other person.

I hereby agree as follows:

1. I guarantee the due payment to Geeks2U by the applicant of all monies owing by the applicant to Geeks2U for services, as Geeks2U may supply to the applicant from time to time.
2. My liability under this Guarantee shall not be affected by anything which but for this provision might operate to release me from my obligations, in whole or in part, including (without limitation):
 - The granting by Geeks2U to the Applicant of a waiver, extension of time and/or indulgence;

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- The discharge and/or release of the Applicant;
 - Any transaction or arrangement that may take place between the Applicant and Geeks2U.
 - The failure or omission of Geeks2U to give notice to me of any default of the Applicant; and/or
 - Any legal limitation, disability, incapacity, or other circumstances related to the applicant or myself.
- 3.** Any payments received by Geeks2U from the Applicant or any liquidator shall be applied by Geeks2U as payment in gross and any right of subrogation to Geeks2U which I may have against the Applicant or liquidator shall not arise until Geeks2U has received the full amount of its claims against it, and this Guarantee shall be a security to Geeks2U for the payment of any balance that may be owing.
- 4.** All outstanding amounts are paid to Geeks2U and it provides me a written release of this guarantee
- 5.** If I give Geeks2U 14 days written notice of my intention to be released from this Guarantee, I shall be entitled to be released from this Guarantee provided that at the expiration of the notice period all liabilities of the Applicant to Geeks2U have been discharged. I acknowledge and give effect to the cessation of credit to the applicant upon request of release referred to in this paragraph.
- 6.** All notices, requests, or other communications to or by a party to this Guarantee shall be in writing addressed to the parties shown in this guarantee or such other addresses as they may have notified the sender in writing and deemed to have been duly given or made in the case of delivery in person or by post, within two days of dispatch of the letter.
- 9.** Geeks2U is authorised to make enquiries at any time during the term of this Guarantee with any credit reporting agency and/or my bank to obtain an opinion on my credit worthiness and to disclose any personal information and any other information relevant for the purpose of determining my ability to perform under the terms of this Guarantee and to pay any amounts due and owing or which may become due to Geeks2U by the Applicant.
- 10.** I confirm that I have read this document and had it explained to me to my satisfaction. In particular I have read the notice and not relied on anything said to me by Geeks2U as to what the guarantee means or what its effect may be.

Signed by me on the _____ day of _____ 20_____

Signed: _____ Guarantor: _____

Signed: _____ Guarantor: _____

Signed: _____ Guarantor: _____

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