



Application for Credit Account

This Agreement is an application for a Credit Account to be provided by VISITS (VISITS Pty Ltd, ABN 15089406477) to the Applicant whose details appear below. The Agreement is governed by the "Credit Account Agreement" attached to this application.

Applicant Details

Company Name: _____

Trading Name: _____ ABN: _____

Business Type: Proprietary Ltd Public Company Gov't Sole Trader Other _____

Physical Address: _____

Postal Address: _____

Office Phone: _____

Date Business Commenced: _____

Contact for Accounts:

Name _____ Position: _____

Phone: _____ Email: _____

Director / Proprietor Details

Name: _____ Date of Birth: _____

Position: _____ Drivers Licence Number: _____

Home Address: _____

Direct Phone Number: _____ Email Address: _____

Name: _____ Date of Birth: _____

Position: _____ Drivers Licence Number: _____

Home Address: _____

Direct Phone Number: _____ Email Address: _____

Trade References (2 Required)

Company Name: _____ Contact Name: _____

Telephone: _____ Email: _____

Current Credit Limit: _____

Company Name: _____ Contact Name: _____

Telephone: _____ Email: _____

Current Credit Limit: _____

Payments

Anticipated Monthly Spend: _____

Proposed Payment Method: EFT Cheque Credit Card

Declaration

I/we declare that I/we are authorised by the Applicant to apply for a credit account with VISITS. I/we declare that the information in this application is in all respects accurate and truthful as at the date of this declaration. I/we acknowledge that the information provided within this application has been read and understood by me/us. I/we agree to be bound by the Credit Account Agreement. **Consent under the Privacy Act 1988 (as amended):** I/we acknowledge and agree to VISITS giving credit information to and seeking credit information from any credit providers named in a credit report issued by a credit reporting agency about my/our credit arrangements. I/we understand that this information can include personal credit information about my/our credit worthiness, or credit capacity that credit providers are allowed to give or receive from each other under the Privacy Act and that this shall be used for any of the following purposes: to assess my/our application; to notify other credit providers of a default by me/us; to exchange information with other credit providers as to the status of this account where I am/we are in default; and to assess our credit worthiness.

Signature: _____ Full Name: _____

Position: _____ Date: _____

Witness

Signature: _____ Full Name: _____ Date: _____

Signature: _____ Full Name: _____

Position: _____ Date: _____

Witness

Signature: _____ Full Name: _____ Date: _____



Personal Guarantee and Indemnity

THIS AGREEMENT dated _____ day of _____

BETWEEN

Name: VISITS Pty Ltd, ABN 15089406477 ("VISITS")
of: Level 8, 636 St Kilda Road, Melbourne VIC 3004
(the "Creditor")

AND

Name (Your Name): _____
of: _____
Name (Your Name): _____
of: _____
(the "Guarantor(s)")

IN CONSIDERATION of VISITS, its successors and/or assigns ("the Creditor") having at my/our request agreed to supply and/or to continue to supply goods and/or services on credit, previously provided to, for, or on behalf of:

Name (Company Name): _____ ABN: _____
(the "Purchaser")

I/We (the "Guarantor(s)") jointly and severally Covenant and Agree with the Creditor its successors and assigns as follows:

1.
 - a. To guarantee the due and punctual payment by the Purchaser of all and every sum or sums of money and other liability which the Purchaser is now or may hereafter be indebted to on any account or in any manner whatsoever.
 - b. To indemnify and forever hold harmless the creditor in respect of any failure by the purchaser to pay such sums or discharge such liabilities howsoever arising.
2. That this guarantee hereby granted imposes obligations upon the Guarantor(s) which are of a continuing nature and can only be discharged by payment in full of all monies as provided in Clause 1 hereof and shall not be effected by an error, oversight, indulgence or concession given to the Purchaser by the Creditor or by the liquidation or insolvency of the Purchaser.
3. The Creditor shall be at liberty at any time to release or discharge any Guarantor(s) from his/her/their obligations hereunder, extend time for payment, accept any compositions from or make any other arrangement with any Guarantor without releasing or discharging the other Guarantors or otherwise prejudicing or effecting in any manner whatsoever the rights and remedies of the Creditor against any other Guarantor.
4. In the event of the liquidation of the Purchaser a Guarantor is not entitled to prove in the liquidation in competition with the Creditor to diminish any dividend or payment which but for the Guarantors proof the Creditor would be entitled to receive in the liquidation or to assert any right of subrogation or indemnity in respect of any monies paid by Guarantor or Guarantors to the Creditor hereunder until the Creditor has received full payment of all monies pursuant to Clause 1 hereof.

5. Any payment made to the Creditor by or on behalf of the Purchaser which is subsequently avoided by any statutory requirement shall be deemed not to have discharged the liability of any Guarantor(s) hereunder and in such event the Creditor and the Guarantor(s) shall be restored to the position in which they respectively would have been but for such payment and to the liabilities which they respectively have had if such payment had not been made.
6. So as to better secure the liability of the Guarantors and each of them, the Guarantor(s) HEREBY CHARGE, AS A MORTGAGE, with the payment of the monies pursuant to Clause 1 hereof, all their freehold and leasehold in land which the Guarantors now have or may have acquired during the currency of this guarantee and hereby consent, at the Creditor's election and without the need for the execution of any further documents or consent from me/us, to the lodgment of a Caveat by or on behalf of the Creditor upon the Certificate or Certificates of Title to any of the land so held by me/us as evidence of this charge over any such Certificate or Certificates of Title in such form as the solicitors for the Creditor may prescribe within fourteen days of being called upon to do so.
7. A certificate signed by any Director, Secretary, Manager or Solicitors of the Creditor as to any sum payable to the Creditor pursuant to Clause 1 hereof shall be conclusive evidence and proof of the indebtedness of Purchaser at the date of such certificate.
8. I/We confirm that I/we understand the nature and effect of this Guarantee and Indemnity and I/we have had the opportunity of obtaining independent legal advice before executing this Guarantee and Indemnity.

Guarantor's Agreement (Section 18K (1) (c) Privacy Act 1988)

I/We agree that the Creditor may seek from a credit reporting agency a credit report containing personal information about me/us to assess whether to accept me/us as a Guarantor for credit applied for, or provided to, the Purchaser.

I/We agree that if the Creditor approves the Purchaser's application for credit this agreement remains in force until the credit facility covered by the Purchaser's applications ceases.

Guarantor 1

Signature: _____ Full Name: _____

Position: _____ Date: _____

Witness

Signature: _____ Full Name: _____ Date: _____

Guarantor 2

Signature: _____ Full Name: _____

Position: _____ Date: _____

Witness

Signature: _____ Full Name: _____ Date: _____

Credit Account Agreement

Purpose

This Credit Account Agreement ("Agreement") sets out the terms and conditions relating to the provision of a credit account by VISITS to the Applicant.

Definitions

- "VISITS", "we", "us" and "our" means VISITS Pty Ltd, ABN: 15089406477 of Level 8, 636 St Kilda Road, Melbourne, VIC 3004
- "Applicant", "Customer" and "you" means the Applicant listed in the Application for Credit Account.
- "Products" means all goods and services supplied to the Applicant by VISITS.

Other Terms of Service

- The supply of VISITS goods and services are also subject to the terms and conditions accompanying individually quoted products and services, including:
 - Terms of Service available at <https://store.visits.com.au>
 - Individual product and service agreements available at <https://visits.com.au/documents>

Credit Account

Subject to approval, the Applicant will be issued with **Credit Terms** and a **Credit Limit** which apply to all purchases of Products. Jointly, these are referred to as the "Credit Account"

Credit Terms

The **Credit Terms** represent the number of days following issue of the invoice that invoices must be paid. Unless otherwise specified, the default Credit Terms are fourteen (14) days from date of invoice.

Credit Limit

The **Credit Limit** represents the maximum credit available to the Applicant. When the customer's credit account balance reaches this Credit Limit, the provision of further products or services may be temporarily halted. To continue with the provision of products and services, the customer will need to make a payment to reduce the credit account balance below the Credit Limit. Such payments will be required even when outstanding invoices are still within their Credit Terms.

Calculation of Credit Limit Balance

The balance of the customer's Credit Limit is equal to the **sum** of all issued invoices **plus the sum** of all orders placed for hardware and software.

Changes to Credit Account

You must inform VISITS in writing within seven (7) days of any material change of your business or corporate structure.

VISITS reserves the absolute right to refuse, withdraw or vary the Applicant(s) Credit Account at any time in the event that the applicant is in breach of these terms and conditions.

Guarantees and Security

Security in the form of a Director's Guarantee may be required to secure a credit account. In the absence of a Director's guarantee, the signatory for a proprietary Company Applicant shall be personally liable for the due performance of the applicant's obligations as if the signatory was the Applicant.

Payment Options

Payment is not deemed to have been received until funds have cleared into our account.

Where payment for a product is stipulated as requiring Direct Debit, payment must be made by this form unless otherwise agreed in writing by VISITS. VISITS reserves the right to apply an additional fee if it agrees to payment by another form.

For non-Direct Debit payments, VISITS accepts payment through EFT, Credit Card or Cheque. Surcharges may apply to payments made by Credit Card.

Overdue Accounts

You acknowledge that if an account is overdue, VISITS at its discretion, reserves the right to (i) suspend the supply of goods and services without prior notice and (ii) refer the account to a Debt Collection Agency for collection and you agree to be responsible to meet all reasonable costs and commissions incurred in employing the agent to collect the overdue account.

Late Fees

Should the Customer fail to pay an account by the due date, VISITS is entitled to apply interest charges at a rate equal to two percent (2%) per annum above the overdraft rate at the time being charged by VISITS' bank for the relevant period on unsecured overdrafts. Interest shall be compounded

Jurisdiction

This Agreement between VISITS and Customer shall be deemed to have been entered into in the State of Victoria and shall be construed according to the Laws of the State of Victoria.

Waiver

The failure of a party to exercise or enforce any right under this Agreement shall not be deemed to be a waiver of that right nor operate to bar the exercise or enforcement of it at any time or times thereafter.

Assignment

You must not assign any rights or benefits under this Agreement unless you have obtained our prior written consent. Any assignment by you without our consent shall entitle us to avoid any liability we may have to you under this Agreement.

Survival

Rights and obligations which by their nature should survive will survive the termination or expiration of this Agreement.

Notifications

Any written notification provided in relation to this Agreement must be provided to:
Managing Director, VISITS, Level 8, 636 St Kilda Road, Melbourne VIC 3004