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Loan Terms & Conditions v2.0

Tel: 1300 552 558 A.B.N 23 082 914 725

Australian Credit Licence No.: 393676



A family
owned
Australian
business

STRUCTURE OF THE AGREEMENT

- (a) The Agreement comprises of the Agreement Schedule, these Terms and Conditions and any payment instructions or authorisation you have provided us.
- (b) This is a consumer credit loan agreement. The credit facility operates in the following manner:
 - (i) you have made an application for credit;
 - (ii) pursuant to your application and following our credit assessment as required by the *National Consumer Credit Protection Act 2009* (Cth) ("NCCP Act"), we approved a loan;
 - (iii) the amount of credit is the maximum amount you can borrow. You may choose to use some or all of the amount of credit to acquire Goods;
 - (iv) you will not be charged until you utilise any part of the amount of credit, which occurs when you order Goods and pay the deposit using the amount of credit (or part of it) or pay for the Goods in part or in full using the amount of credit (or part of it);
 - (v) the funds borrowed must be used to acquire Goods from our online shop for the prices quoted unless we agree otherwise;
 - (vi) interest will be charged on the amount of credit utilised; and
 - (vii) you may, with our agreement, set the term in which you wish to repay the loan in full and the term you selected will determine the repayments.
- (c) This loan is a credit contract which is governed by the NCCP Act.

1. INTERPRETATION

1.1 WORDS WITH SPECIAL MEANINGS

"Agreement" means the agreement you have with us in respect of the Goods.

"Agreement Schedule" means the schedule to this Agreement describing your financial obligations and any fees and charges you are liable to pay us.

"Australian Consumer Law" being Schedule 2 to the Competition and Consumer Act 2010.

"Business Day" means a day other than Saturday, Sunday or a day on which banks and financial institutions are generally open for business in Sydney. Where the day on or by which any thing is to be done is not a Business Day, that thing must be done on or by the next Business Day.

"Commencement Date" means the date you receive the invoice for the Goods from us.

"Enabling Technology" means a technology built into Goods that is capable of connecting to the Internet and enables us to disable the Goods and/or communicate with the user of the Goods remotely.

"Enforcement Expenses" means the legal and administrative expenses as allowed by the Law which we may incur in the process of enforcing our rights under this Agreement against you in the event of a default.

"Event of Default" means any event described in clause 12.1.

"Goods" means goods which are the subject matter of this Agreement, and which are set out in the Agreement Schedule and which are, unless accepted by us, newly acquired goods.

"GST" means *Goods and Services Tax imposed under the A New Tax System (Goods and Services Tax) Act 1999* (Cth).

"Law" means any relevant statute (Federal, State or Territory based), mandatory code of conduct, class orders or other enforceable determinations by a government or semi government agency that applies to the Agreement or the operation of the Goods.

"Manufacturer's Warranty" means the warranty that accompanies the Goods as new goods.

"Payments" means each repayment specified in this Agreement which is determined by the credit used to acquire Goods and the selection of the Term.

"PPSA" means the *Personal Property Securities Act 2009* (Cth).

“Premises” means either your regular place of residence, the place where you are residing at the relevant time or the premises where the Goods are being used.

“Offer” means the offer we make to you, under this Agreement, to enter into this credit contract for the purchase of the Goods and the repayments of the debt by instalments.

“Outstanding Amount” means the total amount owing under this Agreement, including any unpaid Payments, accrued and unpaid interest and any outstanding fees and Enforcement Expenses (as relevant).

“Tax” means an imposition of any levy or charge applied under any Law by a government or semi government agency in relation to the operation of this Agreement including any GST but excluding any tax (income tax or capital gain tax) imposed on the Company as a credit provider under this Agreement.

“Term” means the term of this Agreement that you determine and as set out in the Agreement Schedule.

“you” means the party signing this Agreement as the Customer (set out in the Schedule). You and yours shall have corresponding meanings. If there is more than one, “you” means each of you separately and all of you jointly.

“we” means 1st Choice Enterprises Pty Ltd ACN 082 914 725 Australian Credit Licence 393676, the credit provider under this Agreement and us and ours shall have corresponding meanings.

1.2 GENERAL INTERPRETATION

The following rules also apply in interpreting this document, except where the context makes it clear that a rule is not intended to apply:

- (a) Headings are for convenience only, and do not affect interpretation.
- (b) A reference to:
 - (i) legislation (including subordinate legislation) is to that legislation as amended, re-enacted or replaced, and includes any subordinate legislation issued under it;
 - (ii) a document or agreement includes all variations, novations or replacements;
 - (iii) a party to this document or to any other document or agreement includes a permitted substitute or a permitted assign of that party;
 - (iv) a person includes a natural person and a corporation, and includes the person and any successors in title, assigns, transferees, or executors of the person;
 - (v) anything (including a right, obligation or concept) includes each part of it.
- (c) A singular word includes the plural, and vice versa.
- (d) Where any word or expression has a special meaning, any other part of speech or other grammatical form of that word or expression has a corresponding meaning.
- (e) The word agreement includes an undertaking or other binding arrangement or understanding, whether or not in writing.
- (f) A reference to dollars or \$ is to Australian currency.

2. CONDITIONS TO BE SATISFIED BEFORE THIS AGREEMENT IS MADE AVAILABLE

2.1 We have the discretion to decide whether or not to accept your application to enter into this Agreement.

2.2 We will not accept your application to enter into this Agreement with us if you have not satisfied all of the following conditions:

- (a) you have signed this Agreement;

- (b) you have supplied us with all the information we require to process this Agreement to our satisfaction; and
 - (c) you have provided us with all the additional documents and consents we require such as privacy consent form.
- 2.3 If we refuse to enter into this Agreement with you, we will not be liable to you for any loss or damage that you suffered or incurred as a result of the refusal.

3. ABOUT THE GOODS

- 3.1 We have agreed to sell you the Goods specified in the Agreement Schedule subject to the terms and conditions set out in this Agreement.
- 3.2 The Goods set out in this Agreement are the Goods you selected from our website following which you submitted your application for credit. You are responsible for ordering the Goods that are suitable and meet your needs and objectives. We will determine whether the credit contract is not unsuitable for you, but you must ensure that the Goods meet your requirements.
- 3.3 By signing the Agreement Schedule, you grant to us a mortgage and a security interest over the Goods and any asset acquired in replacing the Goods, or any modifications made to the Goods (including any additions made or accessories purchased).
- 3.4 You agree to do anything we reasonably request to effect, more effectively secure, confirm and register our mortgage and security interest over the Goods, including signing any documents.
- 3.5 You acknowledge that we will have a security interest under the PPSA in respect of the Goods and you authorise us to register one or more security interests under the PPSA in respect of this Agreement.
- 3.6 The rights and powers conferred on us by this Agreement or by law are in addition to any rights and powers conferred by the PPSA. For the avoidance of doubt, in addition to the powers under section 125 of the PPSA, we may take any action after default authorised by this Agreement or by law, including delaying any disposal, leasing or action to retain any of the Goods.
- 3.7 If you accept delivery of the Goods, you are taken to have accepted the condition of the Goods. If the Goods are defective in any way, you must inform us as soon as you become aware of the defect in order to enable us to consider the appropriate remedial measures.
- 3.8 All Goods are subject to Manufacturer's Warranty. We do not warrant the operation of the Goods and we rely on the Manufacturer's Warranty to address any quality defects and operational matters of the Goods.
- 3.9 If we enable the purchase of the Goods from a third party, the seller of the Goods is not our agent and they do not have our authority to bind us to any agreement or to provide information to you other than factual information about the Goods.

4. GENERAL OBLIGATIONS, USE, MAINTENANCE AND LOCATION

- 4.1 You must:
- (a) maintain, at your costs, the Goods at your Premises in safe and good working order;
 - (b) tell us, within 5 Business Days of our written request, where the Goods are used or ordinarily kept and if the Goods are not in your possession and or control, you must give us sufficient details so we can trace the Goods;
 - (c) attend to the repair of the Goods, by a licensed technician, if and when the need arises; and
 - (d) not operate the Goods in any way that is inconsistent or contrary to the Goods manufacturer's instructions and operating manual.
- 4.2 You must pay the Payments in cleared and available funds and not subject any Payments to a set off or counter claim. The obligation to pay the Payments is not dependent on the operation, maintenance, defect, breakdown, accident, loss, status, or your enjoyment of the Goods. Payment obligations are absolute and unconditional and will continue until termination or expiry of this Agreement or until all Payments are made in full even if the Goods have been destroyed, lost, or stolen or you lost enjoyment with the Goods.

- 4.3 You may, at your own expense, make additions or alterations to the Goods provided that any such alterations and or additions:
- (a) are made with our prior written consent (which will not be unreasonably withheld);
 - (b) do not change the function of the Goods; or
 - (c) do not void the Manufacturer's Warranty or Merchant's Warranty; or
 - (d) diminish the value of the Goods.
- 4.4 Any alterations and or additions to the Goods which are fixed to the Goods form part of the Goods. We do not take any responsibility or liability in relation to any alterations and or additions to the Goods.
- 4.5 You undertake to:
- (a) comply with all relevant Laws in relation to the operation of the Goods and any alterations and or additions thereof; and
 - (b) make the Goods available to us for inspection upon reasonable notice to you.
- 4.6 You undertake to:
- (a) ensure that the Goods are maintained in accordance with the Goods owner manual;
 - (b) only allow qualified people (as applicable) to operate the Goods and or maintain the Goods;
 - (c) not overload the Goods and only use the Goods for their designated purpose;
 - (d) be liable for any costs associated with the day-to-day operation of the Goods including any maintenance, running costs, government charges and or infringements issued in relation to or levied against the Goods;
 - (e) ensure that only genuine parts are used in maintaining the Goods;
 - (f) not take any action which is inconsistent with our rights (as credit provider) to the Goods and ensure that if any third party is attempting to deal with the Goods, to advise them that the Goods are subject to a mortgage;
 - (g) store the Goods in a safe location protected against theft and destruction;
 - (h) continue to pay us any Payments under this Agreement irrespective of your enjoyment of the Goods or the function or malfunction of the Goods; and
 - (i) keep the Goods under your control at all times during the Term and not attempt to sell, sublet, encumber or deal with the Goods without our prior written consent (which will not be unreasonably withheld).

5. ABOUT THE AMOUNT OF CREDIT

- 5.1 In reliance on the information you supplied us during the application process, we have assessed your ability to meet your obligations under this Agreement and approved the loan. You acknowledge and agree that we are entitled to rely on the information and statements you provided us as complete and accurate information about you and your income, expenses and financial obligations.
- 5.2 The amount of credit is the maximum amount in dollar value you can draw down subject to the conditions that the loan is approved solely for the purpose of exclusively acquiring the Goods from our online shop.
- 5.3 In each purchase of Goods using the amount of credit (or part of it), you can determine the Term by which you wish to repay the amount of credit drawn down and this will determine the Payment amounts you must pay us.

6. PAYMENTS

- 6.1 This Agreement is effective from Commencement Date.
- 6.2 You must repay the outstanding balance of the loan by making the Payments set out in the Agreement Schedule.

- 6.3 You agree to pay us:
- (a) the Payments as set out in the Agreement Schedule;
 - (b) any Tax; and
 - (c) any interest and fees and charges set out in the Agreement Schedule.
- 6.4 The interest we charge is set out in the Agreement Schedule. We calculate the interest based on the total amount of credit advanced to you. Any portion of the amount of credit that is available to you but is not drawn down is not charged interest.
- 6.5 Interest on your loan accrues daily, starting on the Commencement Date, based on the outstanding balance of your loan. The interest rate applied each day is equal to the applicable annual percentage rate divided by 365. Interest will be debited to your loan on the same day that your Payments are due and on the date the loan is repaid in full.
- 6.6 The Payments, interest rate and any fees and charges are fixed for the Term and cannot be varied unless by mutual agreement or as a result of hardship. The dollar value of the Payments is dependent on the Term you selected.
- 6.7 Payment received by you will be applied by us in any manner and order we deem appropriate to cover your liabilities for Payments.
- 6.8 If you have more than one contract with us, each payment obligation under these contracts is independent. If you make a Payment and the amount is insufficient to meet your obligations under either one of the agreements you have with us, then unless you tell us otherwise, we may apply the payment to any one or more of the agreements you have with us.
- 6.9 If you have more than one contract with us and you make a Payment that exceeds your payment obligation, then unless you tell us otherwise, we may apply the over payment to any one or more of the agreements you have with us.
- 6.10 Unless we agree otherwise in writing, you must pay the Payments by direct debit from your financial institution's account or using our Commonwealth BPoint payment.
- 6.11 The amount of each Payment may include any applicable direct debit fees, taxes or charges relating to the payment method in addition to your Payment amount.
- 6.12 Payments received by us are not refundable. If a payment was made in error, you must contact us so that we can investigate the issue.
- 6.13 The obligation to repay us under this loan commences from the Commencement Date.

7. LATE PAYMENTS

- 7.1 If a Payment is not paid in full on time, we may charge you a late payment fee as set out in the Agreement Schedule.
- 7.2 In addition, you agree to pay us interest until such time as the Payment is made in full.

8. LIABILITIES IN RELATION TO GOODS

- 8.1 Your rights in this Agreement are in addition and this does not vary, limit or adversely affects your rights under any Law particularly the Australian Consumer Law.
- 8.2 To the extent permitted by Law:
- (a) we limit our liability with respect to any defect in the Goods to the remedy we can secure from the manufacturer under a Manufacturer's Warranty. We will liaise with the manufacturer with respect to any defect in the goods or connect you with the manufacturer and allow you to liaise with the manufacture directly;
 - (b) we are not liable for any indirect and consequential losses or damage such as loss of income, loss of opportunity, inconvenience and interruption in connection with your use of the Goods; and
 - (c) we exclude all liability in relation to any alterations, additions or modifications you have made to the Goods.

9. OWNERSHIP OF GOODS

- 9.1 The Goods are owned by you. Ownership of the Goods passes to you on the Commencement Date. You are solely responsible and liable for the use, storage, handling and security of the Goods, and you assume the risk in the Goods, from the day you take possession of the Goods.
- 9.2 As the Goods are in your possession, you are responsible and liable for the safe handling and operation of the Goods.
- 9.3 We are not liable for any liability arising from the use or misuse of the Goods.

10. CHANGES TO THESE TERMS AND CONDITIONS

- 10.1 Acting reasonably, we can change these Terms and Conditions:
 - (a) to accommodate a change in law or market practice;
 - (b) to accommodate a change in technology or other ways of communication;
 - (c) to accommodate a change in payment methods; or
 - (d) to make any other reasonable change.
- 10.2 If you are not satisfied with any change to these Terms and Conditions, you may terminate this Agreement by paying us the Outstanding Amount, and we will not charge you any fees for terminating this Agreement.
- 10.3 We will give you not less than 30 days notice of any change we make to these Terms and Conditions either in writing (including by electronic means) or by publishing a notice that is accessible to you and reasonably prominent. Any variation will take effect from the date specified in the notice of change we give you.

11. TERMINATION AND EARLY TERMINATION

- 11.1 By paying us the Outstanding Amount, you may terminate this Agreement before the expiry of the Term.
- 11.2 If you terminate this Agreement before the expiry of the Term, we may charge you an early repayment fee as set out in the Agreement Schedule.
- 11.3 Until the expiry of the Term or the payment of the Outstanding Amount, you must continue to make the Payments and all other amounts payable under this Agreement when due.

12. DEFAULT

- 12.1 You will be in default under this Agreement if any of the following Events of Default occur:
 - (a) You do not pay any money due to us under this Agreement or any other agreement by the due date for payment.
 - (b) You become bankrupt, you are unable to pay your debts as they fall due, or you make any arrangement with your creditors.
 - (c) You no longer have legal capacity.
 - (d) Enforcement proceedings are taken against you or your assets by another creditor.
 - (e) You give us information, or make a representation or warranty to us, that is materially incorrect or misleading (including by omission), and is such that we would not have provided the loan, or would only have provided the loan on different terms, if we had known the correct information.
 - (f) It becomes unlawful for you or us to continue with this Agreement.
- 12.2 Subject to clauses 12.3 to 12.6 inclusive, at any time after an Event of Default occurs, we can take any of the following actions.
 - (a) Demand and require payment of any money due under this Agreement.

- (b) Call up the loan and require payment of the Outstanding Amount.
 - (c) Exercise any right or power conferred by law or this Agreement, including taking possession of and selling any Goods.
- 12.3 We will only act on an Event of Default other than an Event of Default under clause 12.1(a) if the event by its nature is material, or we reasonably consider that the event has had, or is likely to have, a material impact on:
- (a) your ability to meet your financial obligations to us (or our ability to assess this);
 - (b) our security risk (or our ability to assess this); or
 - (c) our legal or reputational risk where an event in clauses 12.1(e) or 12.1(f) occurs.
- 12.4 If an Event of Default occurs, we will not:
- (a) require you to repay the amount you owe us;
 - (b) take enforcement action against you; or
 - (c) enforce any security held to secure repayment of your loan,
- unless:
- (d) we have given you at least 30 days written notice of the Event of Default; and
 - (e) if the Event of Default is remediable, you have not remedied that Event of Default within 30 days.
- 12.5 If an Event of Default is remediable, and you remedy that Event of Default within 30 days, we may take any action specified in clauses 12.4(a), 12.4(b) or 12.4(c) if an Event of Default of the same type has arisen during that period.
- 12.6 We do not need to give you a default notice or wait 30 days before commencing enforcement action if:
- (a) we reasonably believe that we were induced by fraud by you to enter into this Agreement;
 - (b) we have made reasonable attempts to locate you but without success;
 - (c) a court authorises us to begin enforcement proceedings; or
 - (d) we reasonably believe that you have removed or disposed of any Goods (or intend to remove or dispose of any Goods), or that urgent action is necessary to protect any Goods.
- 12.7 We are not liable for any loss or damage you may suffer or incur arising out of us exercising any power under this Agreement after an Event of Default except to the extent arising from the mistake, error, fraud, negligence or wilful misconduct of us, our employees, our agents or a receiver we appoint.
- 12.8 Enforcement Expenses may become payable under this Agreement if you breach this Agreement or if an Event of Default occurs. We may debit your loan with our enforcement expenses at any time after they are incurred, and we may then require you to pay these costs promptly after our demand, collect them with your regular repayments, or require them to be repaid by one or more repayments.
- 12.9 Enforcement Expenses payable by you will not exceed our reasonable enforcement costs (including internal costs) and include our expenses incurred in preserving, maintaining or selling the Goods, collection expenses, expenses resulting from dishonour of a payment, and any internal or external costs we incur as a result of you breaching this Agreement or an Event of Default occurring (including legal costs and expenses on a full indemnity basis or solicitor and own client basis, whichever is higher).
- 12.10 You indemnify us from and against any expense, loss, loss of profit, damage or liability that the Lender incurs as a consequence of a breach of this Agreement or an Event of Default occurring except to the extent arising from the mistake, error, fraud, negligence or wilful misconduct of us, our employees, our agents or a receiver we appoint.

13. PERIODIC STATEMENTS

- 13.1 We will not send you paper based statements of account. You agree that any statement of account will be sent to you by electronic communication.
- 13.2 You may, at any time, request us to issue you with a statement of account. We will issue the statement within 14 Business Days of the request.
- 13.3 You may request a statement of amounts payable on termination to be provided to you. If you request such a statement, we will provide you with such statement within 7 days of your request.
- 13.4 We will issue a statement of account as required by law.

14. WARRANTIES AND REPRESENTATIONS

You irrevocably warrant and represent that:

- (a) the information you have provided us in the application process and as requested by us is true and accurate and is not misleading;
- (b) you will not remove, deface or change the Goods serial number, alter power cords or temper with the Goods in any way whatsoever;
- (c) you will not misuse or improperly install or inadequately or improperly maintain the Goods, connect to the wrong voltage, or abuse the Goods in any way whatsoever;
- (d) you will not mortgage or allow the Goods to be mortgaged by any person unless authorised by us;
- (e) you must not deal with the Goods in any manner that is inconsistent with our interest in the Goods;
- (f) you will immediately advise us if you become aware of an issue that may result in a claim against us or the Goods; and
- (g) this Agreement constitutes a legally binding and enforceable agreement against you.

15. ENABLING TECHNOLOGY

- 15.1 We reserve the right to install Enabling Technology on Goods that are capable of connecting to the Internet.
- 15.2 The Enabling Technology is built into the hardware of the Goods and cannot be disabled, and its function cannot be distinguished or isolated from the operation of the Goods.
- 15.3 You acknowledge and agree that we may use the Enabling Technology if there is an Event of Default and that we may:
 - (a) use the Enabling Technology to disable the device and render it inoperative or otherwise restrict its full functionality;
 - (b) use the Enabling Technology to send a message to you or the person in possession of the Goods;
 - (c) use the Enabling Technology to locate the whereabouts of the Goods.
- 15.4 We will not use the enabling technology:
 - (a) in any circumstance unless there is an Event of Default;
 - (b) to view any of your information on the Goods;
 - (c) to use any information on the device;
 - (d) to transmit or install any information or data on the device; or
 - (e) to gain access to any photos stored on the device or to any camera installed.
- 15.5 If the Goods are blocked, the Goods cannot be used to access mobile services except to make emergency call.

16. WARRANTY CLAIM FOR THE GOODS

- 16.1 Unless other provisions in this clause apply in relation to your liability for the Goods, if the Goods malfunction and it is a warranty claim we rely on the Manufacturer's Warranty for any repairs and warranty claim. This is our sole liability in relation to warranty matters. We do not attend to regular servicing of the Goods that are not Manufacturer's Warranty related.
- 16.2 We will liaise with the manufacturer of the Goods with respect to any defect or malfunction claim or connect you with the manufacturer to claim under the Manufacturer's Warranty.
- 16.3 This clause 16 does not apply if you are in default under this Agreement or the malfunction of the Goods is as a result of your act or omission or misuse of the Goods. In this context misuse of the Goods can be proven if it can be shown on reasonable grounds that the damage to the Goods was as a result of mishandling or lack of care by yourself or anyone who operate the Goods under your consent including as a result of rust, oxidation, insect or vermin, physical damage (other than fair wear and tear), cold, heat or any chemicals.
- 16.4 Notwithstanding any warranty claim, unless the defect or malfunction in the Goods is as a result of our act or omission, you must continue to meet your obligations under this Agreement.
- 16.5 If we incur cost as a result of a warranty claim which is then proven to be not a warranty claim, we reserve the right to claim that cost from you.

17. AUTHORITY TO COMPLETE

You expressly authorise us to complete any blanks or correct any errors in this Agreement that are clearly incorrect provided that the amendments and or completion of blanks does not materially change the terms of this Agreement or adversely affect you.

18. GENERAL

- 18.1 You must not assign or dispose of your interest in the Goods unless we consent to this in writing.
- 18.2 We may assign, novate or otherwise deal with our interest in this Agreement without your consent, and we may disclose information about you and this Agreement to any person involved in an actual or proposed assignment, novation or dealing by us with our rights under this Agreement.
- 18.3 If a provision of this Agreement is declared unenforceable void or voidable, this provision is severed from this Agreement and such act shall not adversely affect the operation and enforceability of the remainder of the document.
- 18.4 This Agreement shall be governed by the laws of New South Wales and the parties submit to the exclusive jurisdiction of the court of the state of New South Wales and any courts taking appeals from these courts.
- 18.5 Notices:
 - (a) We can give any information, notice or other document to you at the address you nominate to us or in any other way the Law allows.
 - (b) To the extent permitted by Law, you consent to receiving any information, document or notice in relation to this Agreement by electronic communication (including without limitation by email).
 - (c) You acknowledge that:
 - (i) we may not give you a paper copy of the Agreement (including these Terms and) or any other documents in relation to this Agreement;
 - (ii) you must regularly check your email account nominated to us for any information, documents or notices in relation to this Agreement; and
 - (iii) you may withdraw your consent to the giving of information, documents or notices by electronic communication (including email) at any time.
 - (d) You must promptly notify us of any change to your personal details.

- 18.6 The failure of a party to enforce the provisions of this Agreement or to exercise any right expressed in this Agreement is not a waiver of such provisions or rights and does not affect the enforcement of this Agreement at a later time.
- 18.7 You acknowledge and represent that:
- (a) all information supplied to us in order for us to assess the suitability of this Agreement to you is true and correct and no relevant information has been omitted;
 - (b) you have not been induced to enter this Agreement by any statement made by us or any of our representatives which is not included in this Agreement;
 - (c) you are satisfied that this Agreement is suitable for your needs, requirements and objectives; and
 - (d) you reviewed and understand the terms and conditions of this Agreement and had signed this Agreement freely and voluntarily.
- 18.8 If GST is payable by a party as a consequence of any supply made (or deemed to be made) by it to the other party in connection with this Agreement, the recipient of the supply must pay to the supplier an amount equal to the GST payable, in addition to the cost of the supply. If any payment under this Agreement is considered a supply under the GST Act, you must pay us the Payment plus any applicable GST.