

## CONSUMER CREDIT CONTRACT – YOUR LOAN AGREEMENT

### SUMMARY OF THE AGREEMENT

By entering into this loan agreement, you are agreeing to repay the money you borrow from us, as well as interest and any fees or charges that we have told you about. If you are giving security over personal property, this gives us an interest in that property which may impact your right to sell or transfer it, or use the proceeds of any sale.

Your loan agreement with us includes a number of different parts (or documents), which we refer to together as the “Agreement”. It is important you read all the parts to make sure you understand all your rights and obligations. Your loan agreement has been approved following an assessment by us that it is suitable and that you can afford to meet the repayments. This assessment relies in part on information that you have provided in your application, so you should ensure that we have all relevant information about your personal circumstances that may be relevant to our decision.

When the Agreement has been signed, all the different parts will together form the entire consumer credit contract. The parts are:

- Summary of the Agreement
- Initial Disclosure Statement
- General Terms and Conditions

In addition to the Agreement, you are also required to complete a Direct Debit form (unless we agree otherwise) and a Privacy Waiver. If you have chosen to take waiver protection, then you will also separately need to sign our Waiver Agreement.

### PARTIES

**The creditor:** New Zealand Finance Limited trading as Grabaloan (also referred to as “the lender”, “we” or “us”)

**The borrower(s):** [BorrowerName2] [Borrower2Name2] (also referred to as “you”)

### OBLIGATIONS

By signing the section headed Initial Disclosure Statement, you acknowledge that you owe and will repay the creditor the initial unpaid balance set out in the Initial Disclosure Statement and any additional sums that you drawdown within your credit limit, as well as any interest and fees that accrue.

You promise to pay all amounts owing at the time and in the manner set out in the Agreement and you promise to comply with all the terms and conditions of the Agreement.

### ACKNOWLEDGEMENTS

You agree and consent to disclosure and communications being made by emailing you at the email address you provide.

By signing the Agreement, you confirm that you have read and understood it, including your right to cancel and you have received a copy of the Agreement as that term is defined above.



Number of Loan Agreement: [Account.AccountId]

**DISCLOSURE STATEMENT FOR REVOLVING CREDIT CONTRACT** Statement Date:

[Account.DateOpened]

*Initial disclosure statement under section 17 of Credit Contracts and Consumer Finance Act 2003 for revolving credit contracts.*

**IMPORTANT** - This document sets out the key information about your consumer credit contract. You should read it thoroughly. **If you do not understand anything in this document you should seek independent advice.** You should keep this disclosure statement and a copy of your credit contract in a safe place.

The law gives you a limited right to cancel the revolving credit contract (see below for further details). Note that strict time limits apply.

**FULL NAME AND ADDRESS OF CREDITOR:** This is the person providing you the credit.

You may send notices to the creditor by: <ul style="list-style-type: none"> <li>• writing to the creditor at its postal address; or</li> <li>• or sending an email to the address specified (if any).</li> </ul>	<table> <tr> <td><b>Name:</b></td> <td>New Zealand Finance Limited</td> </tr> <tr> <td><b>Trading Name:</b></td> <td>Grabaloan</td> </tr> <tr> <td><b>Physical Address:</b></td> <td>43 High Street, Auckland</td> </tr> <tr> <td><b>Postal address:</b></td> <td>PO Box 106878, Auckland 1143</td> </tr> <tr> <td><b>Email:</b></td> <td><a href="mailto:info@grabaloan.co.nz">info@grabaloan.co.nz</a></td> </tr> <tr> <td><b>Phone:</b></td> <td>0800 855555</td> </tr> </table>	<b>Name:</b>	New Zealand Finance Limited	<b>Trading Name:</b>	Grabaloan	<b>Physical Address:</b>	43 High Street, Auckland	<b>Postal address:</b>	PO Box 106878, Auckland 1143	<b>Email:</b>	<a href="mailto:info@grabaloan.co.nz">info@grabaloan.co.nz</a>	<b>Phone:</b>	0800 855555
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**BORROWER, DETAILS**

<b>Full name:</b> (including middle names)	
<b>Residential Address:</b> <b>Email Address:</b> <b>Mobile number:</b>	

**CO-BORROWER, DETAILS**

<b>Full name:</b> (including middle names)	
<b>Residential Address:</b> <b>Email Address:</b> <b>Mobile number:</b>	

**CONTINUING DISCLOSURE**

<p>Continuing disclosure statements</p> <p>The creditor is required to provide you with regular statements. The statements will give you information about your account (eg, any interest or fees charged during the statement period) and the amount and timing of your next payment.</p> <p>Statements will be provided monthly.</p>
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**INITIAL UNPAID BALANCE** This is the amount you owe as at the date of this statement (including any fees charged by the creditor)

<b>InitialUnpaidBalance</b> made up of:	
Amount of advance	
Establishment Fee	
Establishment Disbursements (passed on at cost including identity verification, credit and bank account checks) Please ask if you would like an itemised list.	
<b>Total</b>	

**PAYMENTS**

<b>Minimum payment (as discussed with you and agreed):</b> minimumpayment [PayFreq2]	<b>When payments are due</b>
You may choose to pay more than the minimum payment at any time.	Payments must be made [PayFreq] commencing on [FirstPayDate] The date that payments are due will be specified in your continuing disclosure statements.
<p>We calculate the minimum payment we consider a customer should make by adding the initial unpaid balance plus interest and any recurring charges such as a monthly repayment waiver fee where you have opted for that service, and we divide that amount by the number of instalments that will be made over a [LoanTerm] month period. This means that if a customer does not draw down any additional amounts after the initial advance amount, then they will have fully repaid their loan within that time frame.</p> <p>If, in discussion with us, you requested a higher regular minimum payment and we have agreed you can afford that, then the minimum payment shown above will be that agreed amount instead and if you do not draw down any additional amounts after the initial advance amount, you will fully repay your loan even sooner.</p>	

**PAYMENT METHOD**

Payments to be made by [PaymentMethod] to our bank account: Westpac 03 0109 0227858 000.

**CREDIT DETAILS**

<b>Annual interest rate:</b> Current annual interest rate of [InterestRate] for [LoanTerm2] months:
Following the fixed term, the interest rate will be our standard interest rate published at that time on our website <a href="https://grabaloan.co.nz/interest-rates/">https://grabaloan.co.nz/interest-rates/</a> page and disclosed on your continuing disclosure statement unless we agree an alternative rate with you. Your minimum payment will stay the same.

<b>Credit Limit</b>
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**Method of charging interest**  
Interest charges are calculated by multiplying the unpaid balance at the end of the day by a daily interest rate. The daily interest rate is calculated by dividing the annual interest rate by 365.  
Interest is charged to your account weekly.

## CREDIT FEES AND CHARGES

The following credit fee(s) and charge(s) (which are not included in the initial unpaid balance) are, or may become, payable under, or in connection with, the contract. Your credit contract may allow the lender to vary these fees and charges.

- \$9.90 charged monthly in arrears where you have chosen to purchase the optional repayment waiver.
- Disbursements reasonably incurred where we undertake a sustainability and/or affordability check during the course of the loan, including as part of a loan variation (other than under a hardship application), which may include the cost of bank reports and a credit check.
- Disbursements incurred where there is a change of security with associated third party costs.

## WHAT COULD HAPPEN IF YOU FAIL TO MEET YOUR COMMITMENTS

### Security interest

This is secured credit. If you fail to meet your commitments under the contract, then to the extent of the security interest the lender may be entitled to repossess and sell this property. (We do not reserve the right to repossess consumer goods).

While your account is open with us, your vehicle will show as being under security with NZ Finance Ltd in any pre-purchase search. This means you will be unable to sell or trade-in your vehicle without first settling your account with us.

### Description of security interest.

Property which is (or will be) subject to a security interest:

#### Motor Vehicles –

owned by  
together with any replacements

You are providing the above property as security for your indebtedness to us. This security interest is as defined in section 17 of the Personal Property Securities Act 1999 and it secures payment of all the unpaid balance and performance of your obligations under this contract.

You may not give security over the property to any other person without our consent. You may not sell or transfer the property to another person without our consent. Any proceeds from the sale of the property must be applied to your loan if there is an outstanding balance.

We will register our security interest on the PPSR (Personal Properties Securities Register).

If the goods over which we hold security are sold and the proceeds applied to the loan, if the net proceeds are not enough to repay what you owe us (the unpaid balance), you will owe us the difference. We may recover that amount from you.

If you give another person other than us a security over the property without our consent, or you are otherwise in breach of your obligations under the Agreement, then we may cancel the Agreement and call up the balance, meaning you become liable for the entire sum owing at that time immediately, and you cannot access any available credit. You may need to sell the above goods to repay what you owe us. We may also be entitled to list a default against you with a credit reporting agency.



### Default interest charges and default fees

You must pay the default interest charges in the event of a default in payment and while the default continues, or in the event of you causing the credit limit under the contract to be exceeded and while the contract limit is exceeded. In the event of a breach of the contract or on the enforcement of the contract, the default fees are specified below are payable. Your credit contract may allow the creditor to vary these fees and charges.

Default interest is 2.5% above the standard interest rate as published on our website at the time of the default or your current fixed rate.

Default Fees that we may apply:

- Debt collector fees/commission that we may incur if we engage a debt collector as a result of a breach of the Agreement. This is often charged by the debt collector as a percentage of the debt owed. We pass these costs to you as they are charged to us.

### RIGHT TO CANCEL

You are entitled to cancel the consumer credit contract by giving notice to the creditor.

#### Time limits for cancellation

You must give notice that you intend to cancel the contract within 7 working days of the date on this disclosure statement (that is, within 7 working days of Account.DateOpened).

Saturdays, Sundays, and national public holidays are not counted as working days.

#### How to cancel

To cancel, you must give the creditor written notice that you intend to cancel a contract by –

- giving notice to the creditor or an employee or agent of the creditor; or
- posting the notice to the creditor or an agent of the creditor; or
- emailing the notice to the creditor's email address (if specified on the front of this disclosure statement); or

You must also, within the same time, return to the creditor any advance and any other property received by you under the contract.

#### What you may have to pay if you cancel

If you cancel the contract the creditor can charge you -

- a) the amount of any reasonable expenses the creditor had to pay in connection with the contract and its cancellation (including legal fees and fees for credit reports, etc.)
- b) interest for the period from the day you received the advance until the day you repay the advance.

### WHAT TO DO IF YOU SUFFER UNFORESEEN HARDSHIP

If you are unable to reasonably keep up your payments or other obligations because of illness, injury, loss of employment, or the end of a relationship or other reasonable cause you may be able to apply to the creditor for a hardship variation.

To apply for a hardship variation, you need to:

- (a) make an application in writing; and
- (b) explain your reason(s) for the application; and
- (c) request postponement of the dates on which payments are due under the contract (specify the period for which you want this to apply); and
- (d) give the application to the creditor.



Do this as soon as possible. If you leave it too long, the creditor may not have to consider your application.

Please note also that you may not make an application if, when you entered the consumer credit contract, the illness, injury, loss of employment, end of relationship or other reasonable cause was reasonably foreseeable to you. For example, if you signed this agreement after your employer told you that you were likely to be made redundant, it would be reasonably foreseeable that you might lose your job. For more information, please go to <https://grabaloan.co.nz/legal-stuff/>

## DISPUTE RESOLUTION

Name of dispute resolution scheme: Financial Services Complaints Limited ("FSCL")

It is free to make a complaint to this independent dispute resolution scheme. The scheme can help you to resolve any disagreements that you have with the creditor.

For more information, please go to <https://grabaloan.co.nz/legal-stuff/>

Contact details of dispute resolution scheme:

Phone: 0800 347 257

Website: <http://www.fscl.org.nz>

Business address: Level 4, 101 Lambton Quay, Wellington 6145

## REGISTRATION ON FINANCIAL SERVICE PROVIDER REGISTER

Creditor registration name: New Zealand Finance Limited

Registration number: 17401

## SIGNING AND ACKNOWLEDGEMENTS

I/We have received a copy of the Summary of the Agreement, Initial Disclosure Statement and the General Terms. I understand that these parts (or documents) together make up the Agreement and I/we agree to be bound by the terms and conditions set out in the Agreement.

I understand that by signing below I become liable for repayment of the loan, all subsequent advances in full, interest and fees in full. I understand that I must make all payments and that if I am one of two borrowers, I am still personally liable for all of the monies owed.

I acknowledge my right to obtain legal or other independent advice before entering this Agreement.

I/We agree to disclosure and communication by electronic means.

Signed as Borrower

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Signed as Co-Borrower

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## TERMS AND CONDITIONS

### About these Terms

1. These terms apply to your consumer credit loan agreement, called the “Agreement”, and also referred to as your “loan”. These terms are part of the Agreement. They provide more detail about the Agreement like our rights if you default on your obligations, so it is important to read and understand them.
2. We might change these Terms during the course of our relationship with you. If we do, we will let you know when it happened, usually before the changes take effect. We explain how we do this at paragraphs 28-30.
3. If there is anything you don't understand please ask us. Our contact details are set out in the Initial Disclosure Statement. You can also seek independent advice from a lawyer or financial advisor if you have any questions about the Agreement.

### How to read these Terms

4. Some words have particular meanings. These words may have a capital letter but not always. We have set out the meanings of particular words at the end of these terms. You should look at these meanings carefully as they may not be exactly as you may think. One example of this, is the word “you”. For the purposes of this term, this includes the co-borrower and the borrower separately or jointly as the sense of the sentence requires.
5. We may also sometimes give an example of how a rule or statement may apply or an example of a possible meaning of a word. This does not mean that the rule or statement or word can only be interpreted or explained in the same manner as in the example. If we say a word includes a meaning, that word may have other meanings as well.

### Your Credit Limit and Payments

6. Your credit limit is set out on the Initial Disclosure Statement and is available online in your login page and on your monthly statement. It has been determined as a suitable and affordable credit limit based on the information you have provided and the additional information we have gathered. Your account will be subject to annual review and your credit limit may be subject to change (refer to paragraph 28 below).
7. As this is a revolving credit facility it means that you may, if you meet the relevant criteria, be able to draw down additional sums of money from time to time provided you ensure that your account balance stays within the credit limit and your account is not in arrears. How you apply for a further advance (“QuickDraw”) is set out below at paragraphs 15 to 19.
8. You must pay us the initial unpaid balance, all additional amounts drawn down using QuickDraw, together with all interest (including any default interest) and credit and default fees as set out in the Initial Disclosure Statement. You must make the minimum payment as set out in the Initial Disclosure Statement. Payments must be made by direct debit unless otherwise expressly agreed with us in writing. You may make additional payments at any time without charge and you may pay a sum bigger than the minimum payment.
9. Your minimum payment is based on the initial unpaid balance and calculated that, in the event you made no additional draw downs, you would have repaid the full initial unpaid balance, including all interest and administration fees, within no more than 12 or 18 months depending on the term you have chosen. In some instances, you may have requested a higher minimum repayment in which case you would repay everything you owed even earlier than that. In the event additional draw down amounts are advanced, the repayments will continue at the level set and it will take longer to fully repay what you owe. Your fixed interest rate will likely also have ended and so a higher interest rate may apply (it will be the rate set out on our website) meaning less of the repayment amount will go to reducing the principal of what you owe and more will go to paying interest. You must always make the minimum payment that is due. You cannot make any deduction or pay less for any purpose including setting off an amount that you believe that we owe you.
10. In addition to the minimum payment, you must also pay as soon as we ask, or as they may otherwise fall due, any default interest or fees or costs or losses that we incur as a result of any application for further credit, variation for release of security documents or dealings with you about the Agreement other than general administration and Court costs. You agree these amounts become part of the unpaid balance and they are contractual damages if they become payable as a result of you breaching the Agreement. This means you agree to pay these costs and losses provided we prove the amount.

### Default Interest and Default Fees

11. If you fail to make a payment when it is due then you may have to pay us default interest on that overdue amount at the rate set out in the Initial Disclosure Statement. We currently charge default interest at 2.5% above either the fixed rate set out in the Initial Disclosure Statement or the standard interest rate disclosed on our website. You must pay default interest from the date you are in default until you are no longer in default.
12. If you are in any default, you may also have to pay default fees. The default fees that may be applicable are set out in the Initial Disclosure Statement or in subsequent disclosure that has been made to you. Where applicable default fees may be charged until you are not in default.
13. Any default interest and default fees will be debited to your loan and they will become part of the unpaid balance.



## Security

14. This term applies if you have provided security to us. Details of the nature of the security are set out in the Initial Disclosure Statement. We are entitled to register an interest on the Personal Property Securities Register. If you have provided us a vehicle as security, it is important to understand that you are not allowed to sell that vehicle without our agreement and in the event it is sold, we are entitled to the proceeds of sale to put against any sum you owe us. If the sale proceeds do not cover the amount owed, you remain liable for the balance. If there is any excess, that will be paid to you.

## QuickDraw Advances

15. You have been approved with a credit limit. This approval has been determined following an assessment of affordability and suitability that you can reasonably and without hardship afford the repayments for an indeterminate period (although your account is subject to annual review to ensure ongoing suitability and affordability). Your credit limit is the maximum amount you are entitled to draw down at any time. When you login to your account you will see whether you have any available funds to access. These additional optional withdrawals are referred to as QuickDraw advances. You must meet your minimum repayments as set out in your loan (i.e. each week, each fortnight or each month). Where there is more than one borrower, either borrower may apply for the QuickDraw and both borrowers acknowledge they are liable for the additional advance.
16. You are not entitled to apply for a QuickDraw where your repayment obligations are being met through the optional repayment waiver or where your account has been frozen, settled or closed due to a repayment waiver claim for permanent disability or death of you (including one of two borrowers).
17. Provided you have met the minimum repayment obligations set out in paragraph 15 above, and your account is not in arrears, and your repayments are not being met by the repayment waiver, the QuickDraw advance will be processed. Funds are advanced to the nominated account held with a New Zealand registered bank in your name.
18. The minimum amount for a QuickDraw<sup>®</sup> is \$10 and there's no limit to how many times you can QuickDraw<sup>®</sup> within your credit limit.
19. We reserve the right to decline a QuickDraw request in our sole discretion, including where we do not consider that it is in keeping with the responsible lending principles of the Credit Contracts and Consumer Finance Act 2003 or in the event the business is winding down (although we would notify you in this event).

## Communicating with you

20. If you have consented to electronic disclosure in this Agreement, then any information, statement or document may be disclosed by sending it to the email address you have provided or to any other address that you provide us in the future. This includes sending you a link to our web site.
21. We may also contact you by calling or texting your mobile number or any other phone number you have provided to us as a contact number.
22. If you have a public address, such as a social media address or internet communication (e.g. Facebook) you agree we can communicate with you this way if we can not otherwise reach you at the phone number/s or email address you have provided.

## Legal Notices

23. Service of legal notices will be made in accordance with section 83ZQ of the Credit Contracts and Consumer Finance Act 2003. Unless otherwise required by law, you will have been served with any notice, demand, letter or document if
  - (i) We deliver it to you; or
  - (ii) We leave it at your usual or last known home address, place of business or of work or at a service address you give us in this Agreement so we can give legal paper to you; or
  - (iii) We post it to you in a letter addressed to you by name at your home, place of business or of work, or service address; or
  - (iv) We send it to you by an electronic communication (such as email or Facebook); or
  - (v) For any disclosure in relation to this Agreement we send it to you by email or provide a link to our website.
  - (vi) If you are out of New Zealand, the legal paper may be served on or given to your agent in New Zealand if you appoint one.
  - (vii) If you are dead, the legal paper may be served on or given to your personal representatives.
24. If the document is sent to you —
  - (i) by post, it is to be treated as if you received it on the fourth working day after the day on which the letter is posted (and to prove delivery all we need to do is prove that the letter was properly addressed and posted);
  - (ii) by electronic communication, it is to be treated as if you received it on the second working day after the day on which the legal paper is sent.
25. Despite anything in this paragraph, the court may in any case make an order saying how any legal paper is to be served on or given to you. The court may also order that we do not need to give you the legal paper. If we go to court for an order about how



you are to be given legal papers or how we are to tell you about them, you agree that legal paper may be served on you at the last address we have for you as notified by you.

26. In addition, a legal paper will be sufficiently served or given if it is
- (i) handed to any person who appears to live at any home address of any borrower
  - (ii) attached to an outside door at such address.
27. If your address is a flat or apartment or room (your flat) in a building and if we are unable to get into the building or get to your flat because of the security system of the building or for some other reason, then a document or notice will be sufficiently served or given to you if it is posted at an outside letterbox for your flat. If there is no such letterbox, a legal paper will be sufficiently served if it is clearly addressed to you and attached to what appears to be the main outside door to the building for your flat or if the legal paper is given to any building manager or receptionist for the building and the manager or receptionist is asked to give it to you.

### Changes we can make

28. We can make changes to the terms of the Agreement including:
- any interest rate (unless we have agreed a fixed rate for a specified term)
  - the amount you are required to pay each payment frequency
  - the timing for payments you need to make, and how often you need to make them
  - the amount of any fee or charge including a new fee to cover a cost we incur or loss we suffer
  - your credit limit
  - the way we calculate or charge interest and method of calculation of any payment.
29. We can also change any other term where it is reasonably necessary to protect or further our legitimate interests. A change includes inserting a new term or condition in your loan or restructuring your loan, including where a change is made at your request.
30. We will give you notice of any change within any time frame required by law, and you agree such notice can be made electronically (such as email). If you are not happy with any change you can pay us the full outstanding amount and close your account.

### Calling up your loan

31. If you default on certain of your obligations under the Agreement, we have the right to call up the whole amount that you owe us, including the principal amount and any interest and fees. If we have taken security in non-consumer goods, then any right to call-up your loan will be subject to section 128 of the Property Law Act 2007 which requires notice to be given in a particular form.
32. Defaults under the Agreement that give us the right to call up your loan are:
- you do not pay us an amount when it is due and the amount remains unpaid five (5) working days after it was due
  - you are in default of a term of the Agreement for more than 30 days after we have given you notice of the default
  - you have given us incorrect or misleading information
  - you have not taken care of the collateral you provided as security
  - you have acted fraudulently in respect of the Agreement
  - you breach any of the terms that specifically give us the right to call up the loan.

### Looking after the goods used for security (“the goods”)

33. You must:
- keep any property you have provided as security at the home address you have given us
  - obey any laws about owning and using the goods and you must not use them in any dangerous or illegal activity nor for any purpose for which they are not intended
  - care for and maintain the goods including making sure it has a current registration and warrant of fitness if it is a vehicle
  - keep the goods insured for the duration of the Agreement.
34. You must not:
- do anything that could adversely affect your ownership in the goods
  - grant any other security interest over the goods nor allow any workman’s lien to be created over it nor dispose of nor allow the disposal of the goods by sale or gift or lease or in any other way nor cause nor allow the goods to be taken out of the possession of the borrower who owns it
  - obtain any personalised registration plate on any motor vehicle provided as security nor otherwise change or remove any part number or serial number unless we first agree in writing. If you do or allow any of these things you must tell us straight away in writing.
35. You waive your right to receive a verification statement following registration of any security interest. This means that when we register our security interest, we do not need to provide you with a copy of the statement the Personal Property Securities Register sends us about the registration.



### Other obligations you have

36. Everything you have told the lender must be true. You promise that all information provided by you or on your behalf to enable us to decide whether or not to lend to you is true and correct.
37. You must have a telephone where we may contact you. You must maintain (keep) a landline or mobile telephone connection or subscription, as the case may be. If for any reason we cannot speak to you directly at the latest telephone number provided by you (whether landline or cellular), you agree that we may tell the person who answers any telephone number we have for you who we are and leave a message for you to contact us. If you breach this obligation, we may call up your loan.
38. You must always keep us up to date with your home and email address and phone numbers. If you are going to change your name, physical residential (home) address or email address, or your landline or cellular telephone number you must give us two working days' notice of your intention to do so. You must at the same time provide us with any replacement name, home or email address or landline or cellular telephone number. We may write to you at the address last notified to us. If you breach this obligation we may call up your loan.
39. All your obligations are joint and several meaning that we may enforce the Agreement against any of the borrowers or all of the borrowers. Also, you are not released from liability under the Agreement because we cannot enforce it against another person.

### Powers and Rights

40. The Agreement may be enforced by an assignee. We may give or assign our rights under the Agreement to somebody else ("assignee"). If we do that, this Agreement will apply to the assignee as if the assignee were the lender. The assignee may enforce the Agreement against you. You have no right to assign rights under the Agreement.
41. In this loan agreement you
  - a. give us powers and rights and
  - b. undertake obligations and
  - c. agree to certain rules of procedure and
  - d. give consents and authorities.

You may not change your mind and withdraw or cancel our rights and powers nor cancel any obligation nor change procedures nor withdraw consents or authorities until the unpaid balance has been paid in full.

### Complaints

42. If you disagree with something we do or if you think we should do something which we have not done, please talk to us. We will always talk to you and we will take you seriously. You may phone us or you may email us, or you may write to us in the mail. We will reply to you within five working days but usually it will be more quickly than that. Often, if you telephone us, we can fix things on the spot. If we cannot fix things on the spot we will do everything we reasonably can, to make things right for you. If you phone us, sometimes we may ask you to write to us or we may write to you telling you what we think your complaint is so there is a record in writing. For more information, please go to <https://grabaloan.co.nz/legal-stuff/>.
43. If you are not happy with the way your concern is addressed, we will tell you how to contact our disputes resolution provider, Financial Services Complaints Ltd (FSCL) and if you talk to them, they will try to help you. We must also talk to them and answer their questions. They can make a decision, and we must usually follow that decision. FSCL will also explain to you how they deal with your complaint.
44. You may talk to FSCL by emailing [info@fscl.org.nz](mailto:info@fscl.org.nz) or calling FSCL on 0800 347 257. You may also learn more about FSCL on its website [www.fscl.org.nz](http://www.fscl.org.nz). If you apply to FSCL for help, it does not cost you anything – the service is free.

### Information

45. You authorise relevant persons to give us such information as we may reasonably require to properly manage, administer and enforce the Agreement.
46. You authorise us to give any third party details of the loan and to use other personal information as may be necessary to manage, administer and enforce the Agreement. You also authorise collection, use and storage of your personal information as set out in our Privacy Declaration and Waiver which you have received with the Agreement. We comply with the Privacy Act 2022.

### Miscellaneous



47. **New Zealand law applies:** This agreement is governed by New Zealand law and you and we agree that the New Zealand courts may rule on any disputes. If you want to dispute or argue with us in relation to or in connection with this agreement, you may do so only before a New Zealand court or Disputes Tribunal or before our dispute resolution provider in New Zealand.
48. **The lender may set-off any debt to you:** If you have a claim against us or if we owe you money, we may set-off that claim or debt against any claim we have against you or any debt you may owe to us. This means we may reduce any amount we owe you by any amount that you owe us.
49. **Only written changes to this agreement are binding and this is the whole agreement:** The Summary of Agreement, Initial Disclosure Statement, Declaration and Privacy Statement and General Terms and Conditions together make up the Agreement and these documents are the whole Agreement between you and us. There are no other terms. We are not bound by any change to the Agreement unless it is in writing and signed by one of our staff.
50. **Enforcement:** We may enforce any of your obligations at any time, even if we have previously delayed enforcement, unless we tell you differently in writing. If you believe we have agreed not to enforce in some way, you must show that we have agreed to that in writing. If we agree once not to enforce an obligation, it does not mean we will agree again or continuously unless we tell you so in writing. If we agree not to enforce one obligation, it does not mean we agree not to enforce another.

## Explanations and Meaning

### 51 Meanings

**Account** means the facility we hold in your name that contains details of your transactions, draw downs, fees, interest and payments.

**Borrower or you (or I/me as applicable)** means the person(s) shown as the borrower or co-borrower on the Initial Disclosure Statement and includes their/your executors, administrators and successors.

**Call up** means to ask for immediate payment before it would otherwise be due under this agreement. If we call up your loan you must pay straight away.

**Consumer goods** means goods that are used or acquired for use primarily for personal, domestic, or household purposes – goods that are not mostly used in business or investment.

**Default** means that you do something you have agreed not to do or you fail to do something you have agreed, or are required to do.

**Default Fees** and **Default interest** are set out in the Initial Disclosure Statement.

**Initial Unpaid Balance** is the amount you owe at the date of the Agreement

**Instalment** means a payment you must make regularly, usually on the same day of each week, fortnight or month.

**Lender/Creditor** or **we** or any similar pronoun is the person lending the money and the expression includes its employees and agents and any person to whom the lender assigns its rights under this agreement or who otherwise takes over the lender's rights and includes "us" and "we".

**Liability** means something you must do or an amount you must pay. Obligation has a corresponding meaning.

**Unpaid balance** means the amount owing under this agreement at a particular time, being the difference between all amounts credited and all amounts debited to you under the Agreement at that time.

## DECLARATION & PRIVACY WAIVER

I/We, being the signatories below, hereby authorise any person or body of persons listed below to disclose to New Zealand Finance Ltd trading as Grabaloan (NZF) promptly on request, the following personal information about me/us:

- i. My current address and or current whereabouts, including any arrival and departure records held in New Zealand;
- ii. My current known name(s);
- iii. My other known name(s);
- iv. My current bank account(s) including bank statements; and
- v. Any employment details.

The persons or bodies of persons to whom this authority applies are:

- i. any New Zealand Government department, agency or service including (but not limited to):
  - a. Ministry of Social Development (including Work and Income);
  - b. Inland Revenue;
  - c. Ministry of Justice;
  - d. Department of Corrections;
  - e. New Zealand Immigration Service;
  - f. New Zealand Police; and /or
  - g. Housing New Zealand Corporation/Kainga Ora;
- ii. any New Zealand Telecommunication Company or service including (but not limited to);
  - a. Spark Limited; and/or
  - b. Vodafone New Zealand Limited.
- iii. any registered bank in New Zealand;
- iv. any other credit provider or debt collector in New Zealand; and
- v. any current or previous employer.

## PURPOSE AND USE OF COLLECTION

I/We understand that NZF is collecting information to determine whether to advance credit which it may not be able to do if all the requested information is not provided. Information collected and held may be used by NZF from time to time for credit assessment and control purposes, to register security interest, for sending promotional and other material about the services it supplies, and generally to do business with me/us. It will also be used to meet any of NZF's legal obligations, in particular under the Anti-Money Laundering and Countering Financing of Terrorism Act 2009, and for the collection of any monies owing by me/us.

I/We acknowledge that the information collected may be exchanged with organisations or people including other credit providers, government departments, my/our employer and my/our relatives for those purposes. Under the Privacy Act, I/we have the right to access and correct my/our personal information. I/we acknowledge that in addition to the information provided here, I/we have been made aware of NZF's privacy policy, which is set out on the NZF website: [Grabaloan.co.nz](http://Grabaloan.co.nz), on the Legal Stuff page and on the application page.

## PRIVACY DECLARATION

I/We declare that the information provided on my/our credit application form is true and correct.

I/We understand that credit checks (including with credit reporting services such as Centrix and Equifax) and PPSR checks will be carried out so that NZF can process my/our application and decide whether I/we can afford to meet my/our obligations. I/we understand that the provision of my/our driver's licence number is voluntary, and I/we authorise that my/our driver's licence number may be provided to Equifax/Centrix as part of processing a credit check. Where collection of the licence number and card is in person, NZF will take reasonable steps to ensure the individual is the individual shown on the driver's licence.

I/We understand and I/we authorise Equifax/Centrix and/or other credit services to give NZF information about me/us for the purpose of assessing my/our loan application and that NZF will give Equifax/Centrix and/or other credit agencies information which will be held by those credit agencies on their systems and will be used to provide future credit reports. This means that the information I/we give NZF and which NZF passes on to Equifax/Centrix and/or other credit agencies will be given to their respective customers who also use the particular credit reporting service. In compliance with the Motor Vehicle Register s241, NZF may access and use information from the Motor Vehicle Register for the purposes of verifying the details of any motor vehicle that I/we have provided as security including PPSR checks. This information will be used solely for the purpose of assessing my/our application and managing my/our account.

I/We authorise NZF to use Equifax/Centrix and/or other party's credit reporting services, including the Motor Vehicle Register, in the future, in relation to the provision of credit to me/us (including assessing ongoing affordability), administering the loan and enforcing payment. This may include using monitoring services and receiving updates if any of the information held about me/us changes.

I/We declare that no money is owed on the security being provided other than that which has been stated and that I/we are not un-discharged bankrupts.

I/We irrevocably agree that NZF may give to, and seek from, credit providers, credit reporting agencies, my/our employer/s, relative/s or other named person/s such personal, financial and commercial information as is reasonably necessary relating to this credit application, the administration of any loan and any ongoing debt recovery.

I/We acknowledge that any costs reasonably incurred relating to debt recovery are payable by me/us and that a default may be recorded against my/our credit history for non-payment of debts incurred with NZF.

I/We understand and agree that the information on this form may be exchanged with other credit providers or other third parties to assist the recovery of my/our debt.

**I/We have read and accept the terms of this Declaration and Privacy Waiver.**

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Borrower's signature	Co-borrower's signature