

**Date of Disclosure:**

This is the effective date of these disclosures.

**Important: Why you should read this agreement**

This is a legal document that outlines what we expect from you and what you can expect from us in relation to your loan. It is important that you read and understand what you are committing to financially. Talk it through with someone you can trust to give you good independent advice before you sign. This document should be read together with the terms and conditions, and the schedule of payments, which together form 'this agreement'. Terms defined in the terms and conditions have the same meanings where used in this document and the schedule of payments.

If more than one of you is named below, 'you' means each of you jointly and severally. That means that each of you is fully responsible for the loan, even if the other one doesn't contribute to payments or do other things required under this agreement.

**Disclaimer about financial advice**

You are protected by responsible lending laws. Because of these protections, any recommendations given to you about our loan products are not regulated financial advice. This means that duties and requirements imposed on people who give financial advice do not apply to these recommendations. This includes a duty to comply with a code of conduct and a requirement to be licensed.

Your Details	
Name:	Name:
Address:	Address:
Email:	Email:
Mobile:	Mobile:
<p><i>You consent to receiving this agreement and all other documents and communications relating to this agreement (including any disclosure that we are required to make under applicable law) electronically and you agree that (subject to applicable legal requirements) we may use any electronic message address specified by you for that purpose.</i></p>	

How much are you borrowing?
<p><i>This is the amount you owe at the date of disclosure (which is the date on which we expect to advance the loan to you). This is also the total of all the advances we will make under this agreement.</i></p>
<p><b>Total Cost of Vehicle:</b>                  Less Cash Deposit:                  Less Trade In:</p>
<p><b>Initial Unpaid Balance:</b>                  Made up of:  <b>Vehicle Cost</b> (paid to the seller to complete your purchase of the vehicle –this amount is described in more detail in your vehicle offer and sale agreement with the seller):</p>

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### How do you make payments?

You must pay at least the payment amount on each payment date described below and in the schedule of payments, until you have paid off the full unpaid balance under this agreement. Interest and a regular account fee are charged under this agreement and these are included in the payments described below and in the schedule of payments.

Your payment dates may change if the loan is not advanced on the date of disclosure. Your payment amounts may change if we change your variable annual interest rate or the account fee after the date of disclosure. If these or any other changes happen in accordance with this agreement, we will notify you as required by law.

You must also pay us immediately when due any other amount you owe us under this agreement at any time, for instance as a result of a default event. You must pay the unpaid balance in full on or before the final payment date.

Repayment Frequency:  
 First Payment Date:  
 Number of Payments:  
 Amount of each payment:  
 Total of all payments:

We will provide you with a statement about your account at least once every 6 months.

### Prepayments

You can pay off the unpaid balance under this agreement in full at any time, for no additional fee or charge – this is a full prepayment.

You can also make an extra payment at any time (in addition to your scheduled payments), for no additional fee or charge – this is a part prepayment. The amount of a part prepayment will not be credited to your account immediately but instead will be held and applied to your scheduled payments as they fall due. This means that the part prepayment will not reduce your interest costs.

### How much interest will we charge you?

Your annual interest rate is a variable rate. This means we can vary the rate at any time (but we will only do so on reasonable grounds and in accordance with applicable law). We charge accrued interest to your account each week, fortnight or month (depending on your individual repayment frequency terms) in arrears, starting on the first payment date. If you do not pay any scheduled payment (that includes interest) when it is charged to your account, it will become part of your unpaid principal balance and an overdue amount on which default interest may be charged.

We calculate your interest by multiplying your average daily unpaid principal balance for either each week by your weekly interest rate or each fortnight by your fortnightly interest rate or each month by your monthly interest rate (depending on your individual repayment frequency terms). We calculate your weekly or fortnightly or monthly interest rate by dividing your annual interest rate by 52 or 26 or 12 respectively.

Variable annual interest rate (as at the date of disclosure):	<b>% per annum</b>
Term of the agreement	
Total amount of interest payable under this agreement (calculated as at the date of disclosure):	

### Security Details

You give us a security interest in the secured assets (meaning the property listed below, all present and future attachments, accessories, replacements or spare-parts relating to that property, any property used to replace or substitute the property, and any proceeds of that property (or replacement or substituted property)) to secure the payment of any money now or at any time in the future owing by you to us under this agreement and the performance of all your other obligations to us under this agreement at any time. This means that this agreement is a secured loan. Our security interest must have first-ranking priority unless we have agreed otherwise.

This means that if you don't meet your obligations to us under this agreement, or you allow someone other than us to have security over the secured assets, or another default event occurs, we have rights as described in the terms and conditions (including the right to take (repossess) and sell the secured assets). Our security interest secures all of your obligations to us under this agreement. If we repossess and sell the secured assets but the net proceeds of the sale do not cover the full amount you owe us under this agreement, you may continue to owe us money.

### Secured Asset Details

VIN Number	Registration	Make	Model	Year

### What credit fees will you have to pay?

You will have to pay credit fees in connection with your loan (our current credit fees, not included in the initial unpaid balance above, are outlined below as at the date of disclosure). We may vary these fees at any time (but we will only do so on reasonable grounds and in accordance with applicable law). All credit fees are charged to your account at the time the relevant fee or charge is incurred. If you do not pay any credit fees when they are charged to your account, they will become part of your unpaid principal balance and an overdue amount on which default interest may be charged.

Account Fee

*Charged to your account on each payment date while there is any unpaid balance under this agreement (to cover the costs of maintaining and administering your account).*

Refinance Fee

*Charged to your account if we are required to refinance this agreement (to cover the cost of processing and documenting the refinance).*

### What could happen if you don't keep to this agreement?

If you think you might have trouble making a payment, please talk to us before the payment is due. If you're experiencing hardship, or certain other circumstances, we may be able to help. You can also contact MoneyTalks on 0800 345 123 for budgeting advice and financial mentoring. This independent service is confidential and free of charge.

### Default Interest

You must pay default interest charges if you don't make a payment on the date it is due. You must pay these charges until you've caught up with your payments. We calculate default interest every day on the amount you are overdue (excluding any amount that has become payable early because another default has happened under this agreement). We multiply that overdue amount by a daily default interest rate, which is the default interest rate (described below) divided by 365.

The default interest rate as at the date of disclosure is 5% per annum variable above the prevailing variable annual interest rate. We can vary the default interest rate at any time (but we will only do so on reasonable grounds and in accordance with applicable law).

We charge accrued default interest to your account monthly in arrears (on each monthly anniversary of the date we advanced the loan to you).

### Default Fees

If you don't keep to this agreement or if another default event occurs, you may need to pay default fees (our current default fees are outlined below as at the date of disclosure). We may vary these fees and charges at any time (but we will only do so on reasonable grounds and in accordance with applicable law).

All default fees and charges are charged to your account at the time the relevant fee or charge is incurred. If you do not pay any default fees when they are charged to your account, they will become part of your unpaid principal balance and an overdue amount on which default interest may be charged.

Late Payment Fee

*Charged to your account each time you are more than two days late in paying an amount that is due and on a weekly/fortnightly or monthly basis for the period while the amount is overdue (to cover the additional cost of administering your account while payments are overdue).*

Payment Plan Late Fee

*A reduced late fee charged to your account when you have a payment plan in place instead of the late fee described above. This fee is incurred each time you are more than two days late in paying an amount due under a payment plan (to cover the additional cost of administering your account when payments are overdue).*

Door Knock Fee

\$35.00

*Charged to your account each time we are reasonably required to visit you to discuss an event of default (to cover the cost of the visit).*

Other Repossession

Fees: locksmith,  
storage, disposal costs,  
repossession agents.

Actual Cost

*Charged to your account when reasonably incurred as a result of a default event.*

### You have a right to cancel this agreement

#### Time limits for cancellation

You must give notice that you intend to cancel this loan agreement within: (a) 5 working days of receipt, if this loan agreement is handed to you in person; (b) 7 working days of the date this loan agreement is emailed to you; or (c) 9 working days of the date this loan agreement is posted to you.

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

If you want to cancel this agreement, you must let us know in writing by:

- Giving notice to us or one of our employees in person at the office of Limelight Financial Services Limited
- Posting notice to us at PO Box 204365, Highbrook, Manukau 2161
- Emailing notice to us at [services@thornfinance.co.nz](mailto:services@thornfinance.co.nz)

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

If you cancel this agreement, we can charge you:

- The amount of any reasonable expenses we had to pay in connection with this agreement and its cancellation (including legal fees and fees for credit reports, etc); and
- Interest for the period from the day you received the advance until the day you repay the advance.

You must also repay to us any advance you've received under this agreement

#### What do you need to do if you suffer unforeseen hardship?

*If you can't keep up your payments because of an unexpected event that causes you hardship – for example illness, injury, loss of employment or the end of a relationship – you can apply to us for a hardship variation.*

*To apply, you need to write to us explaining your situation and ask us to do one of the following:*

- Extend the term of this agreement, and reduce the amount of each payment due under this agreement accordingly (without changing the interest rate)
- Give you longer to pay by postponing, during a specified period, the dates on which payments are due under this agreement (without changing the interest rate)
- Both of the above – postpone payments for a specified time and reduce the amount of your payments by extending the term.

Write to us as soon as possible, because if you leave it for too long, we do not have to consider your application.

#### How to contact us

You can contact us by:

- Phoning us on 0800 342 500
- Emailing us at [services@thornfinance.co.nz](mailto:services@thornfinance.co.nz) (and we consent to receiving electronic communications from you to this email address)
- Writing to us at PO Box 204365, Highbrook, Manukau 2161

Contacting us at the office shown in the footer of this document

**Who to contact if you have a dispute with us**

Please feel free to contact us by emailing [complaints@thornfinance.co.nz](mailto:complaints@thornfinance.co.nz) or phoning 0800 342 500 if you have a complaint. If we do not resolve any complaint to your satisfaction, you can contact Financial Services Complaints Limited, which is a free external dispute resolution scheme:

Phone: 0800 347 257  
Email: [complaints@fscl.org.nz](mailto:complaints@fscl.org.nz)  
Website: [www.fscl.org.nz](http://www.fscl.org.nz)  
Address: Level 4 Legal House, 101 Lambton Quay, Wellington 6140  
PO Box 5967, Wellington 6140

**We are registered on the Financial Service Providers Register**

We are registered on the Financial Service Providers Register under the name Limelight Financial Services Limited (registration number FSP39861).

**Your agreement with us**

By signing below, you agree to the terms of this agreement, which includes:

- This Thorn Finance Secured Vehicle Loan Agreement
- The schedule of payments
- The terms and conditions

**Borrower Name****Borrower Signature****Signed on****Borrower Name****Borrower Signature****Signed on**

**Schedule of Payments**

In the event of any conflict between this schedule of payments and any other provision of this agreement (or any other agreement between you and us), that other provision will prevail.

If there is a change after the date of disclosure (for instance, the loan is not advanced on the date of disclosure, or we change your variable annual interest rate or the account fee in accordance with this agreement), your payments may change, and we will notify you as required by law.

**TERMS AND CONDITIONS**

**1 Definitions**

**1.1 In this agreement:**

**account** means the account with us in your name that records all transaction relating to this agreement.

**agreement** means the loan agreement, the schedule of payments and these terms and conditions.

**annual interest rate** means the annual interest rate specified in the loan agreement, as amended (if applicable) in accordance with this agreement.

**business day** has the meaning given to the term 'working day' in the CCCFA.

**CCCFA** means the Credit Contracts and Consumer Finance Act 2003.

**date of disclosure** means the date of disclosure specified in the loan agreement.

**default event** means each event specified in clause 12.

**default interest rate** means the default interest rate specified in the loan agreement, as amended (if applicable) in accordance with this agreement.

**loan** means all amounts that we agree to lend to you under this agreement.

**loan agreement** means the loan agreement provided to you that sets out key information about your loan.

**payment amount** means the amount specified in the loan agreement that you are required to pay on each payment date, as amended (if applicable) in accordance with this agreement.

**payment date** means each date as described in the loan agreement on which you are required to pay the payment amount, as amended (if applicable) in accordance with this agreement.

**PPSA** means the Personal Property Securities Act 1999.

**schedule of payments** means the schedule of payments attached to the loan agreement, as amended (if applicable) in accordance with this agreement.

**secured asset** means each item over which you grant us a security interest, as specified in the loan agreement.

**security interest** means an interest in personal or other property that secures payment or performance of an obligation and includes a security interest as defined in section 17 of the PPSA.

**terms and conditions** means this document.

**unpaid balance** means, at any time, the total of the unpaid principal balance and all other amounts (including interest charges, default interest charges, costs, expenses and other amounts) accrued or incurred in accordance with this agreement and unpaid at that time.

**unpaid principal balance** means, at any time, all outstanding and unpaid principal amounts charged to your account or owing under this agreement.

**you and your** means each person named under 'Your Details' in the loan agreement. If more than one of you is named, you and your means each of you jointly and severally. That means that each of you is fully responsible for the loan, even if the other one doesn't contribute to payments or do other things required under this agreement.

**we, us and our** means Limelight Financial Services Limited.

When this agreement refers to you, us, or anyone else, it also means anyone to whom legal responsibility passes: for instance, an executor, administrator, successor or assignee.

References to legislation (which includes statutes, regulations and legislative instruments) are also references to that legislation as amended, re-enacted or replaced from time to time.

Words that are in the singular also carry the plural meaning and vice versa.

References to persons include companies and other entities.

References to any agreement or document (including a reference to this agreement) is to the agreement or document as amended, varied, supplemented, novated or replaced.

Words such as 'include', 'including', 'for instance' and 'such as' must be read without limitation.

**2 Availability of the loan**

2.1 We will advance the loan as described in the loan agreement provided that:

- a. we have received all documentation or information that we have reasonably requested and each such document or information is satisfactory to us (acting reasonably); and
- b. we are satisfied (acting reasonably) that no default event, security or regulatory compliance issue has occurred or is likely to occur when we do so.

**3 Interest and credit fees**

3.1 The way that interest is calculated and charged to your account is explained in the loan agreement.

3.2 We can change your variable annual interest rate (or how it is calculated or charged) at any time, but we will only do so on reasonable grounds and in accordance with applicable law. If we do, we'll notify you as required by law.

3.3 The loan agreement also explains the credit fees and charges that may apply, and when these are charged to your account.

3.4 We can change the amount, frequency, time for payment or method of calculation of any credit fees or charges or introduce new credit fees or charges, but we will only do so on reasonable grounds and in accordance with applicable law. If we do, we'll notify you as required by law.

**4 Required payments**

4.1 The loan agreement describes each amount you are required to pay and when.

4.2 All payments received or made to your account may be applied by us in whatever order we see fit (acting reasonably and subject to our obligations at law). We generally apply payments first to meet any default fees or charges and overdue payments.

4.3 You may not re-borrow any amounts that have been repaid under this agreement.

**5 Voluntary prepayments**

5.1 The loan agreement also explains your right to prepay your unpaid balance in full or in part.

**6 Methods of payment**

6.1 Each payment you make under this agreement must be made:

- a. no later than 4.00pm on the due date for payment, if that date is a business day; or
- b. no later than 4.00pm on the business day immediately after the due date for payment, if that date is not a business day.

(If you make a payment on a day that is not a business day, or after 4.00pm on a business day, that payment is treated as having been made on the next business day).

6.2 We may (acting reasonably) require you to pay us by direct debit or any other method we approve. You must have sufficient available funds to cover the amount of each payment, to ensure that the payment can be completed and to avoid being charged

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- any overdraft, dishonour or other fees by your bank or other account provider.
- 6.3 Except to the extent required by law, you must make all payments to us when due:
- in New Zealand dollars;
  - in full and in cleared funds;
  - free of any restrictions or conditions;
  - free of any deduction or withholding for tax; and
  - free of any other deduction, set-off or counterclaim.
- 7 Regular statements**
- 7.1 The loan agreement describes the regular statements that we will provide to keep you informed about your account.
- 8 Your representations and undertakings**
- 8.1 By entering into this agreement, you represent to us at all times that:
- all information that you have provided to us is true, accurate, and not misleading; and
  - you have told us everything about your circumstances that anyone lending you money reasonably needs to know.
- 8.2 You undertake to:
- update us immediately if any of your contact details change;
  - let us know immediately about any relevant change in your circumstances (including anything that is, or may become, a default event); and
  - give us any other information about yourself or your circumstances that we reasonably request at any time. That includes any information to manage our anti-money-laundering obligations or comply with any other applicable laws.
- 10.5 You waive any right to receive a copy of a verification statement under the PPSA.
- 10.6 You agree that nothing in sections 114(1)(a) and 133 of the PPSA applies.
- 10.7 You agree that your rights as debtor in sections 116, 120(2), 121, 125, 129 and 131 of the PPSA do not apply.
- 10.8 Each security interest given to us in connection with this agreement is a continuing security, and your obligations in connection with that security interest remain in full force and effect until we agree in writing (not to be unreasonably withheld) that your obligations have been released.
- 9 Joint borrowers**
- 9.1 If you are a joint borrower, you agree that we can rely on instructions in relation to your account from either one of you individually (without any further enquiry or verification from the other borrower). Each of you is bound by instructions given to us by the other borrower.
- 9.2 However, you agree that we may (acting reasonably) decline to act if we receive contradictory communications from you.
- 10 Secured loans**
- 10.1 Where you grant us a security interest, this is explained in the loan agreement.
- 10.2 Despite any other provision of this agreement, any security interest we hold in an essential item (meaning any beds, bedding, cooking equipment (including cooking stoves), medical equipment, portable heater, washing machine or refrigerator) will only secure your obligations under this agreement to the extent they relate to amounts lent to you to pay for the purchase of that essential item.
- 10.3 You will do whatever we reasonably ask you to do to enable us to maintain the security interests intended to be created in connection with this agreement and the priority of those security interests. This may include providing any information we reasonably require to register on the Personal Property Securities Register.
- 10.4 You agree:
- that you are the sole legal and beneficial owner of the secured asset
  - not to part with possession of any secured asset (including selling, loaning, leasing, gifting or pawning it);
  - not to grant or allow any other person to have a security interest or other type of interest in any secured asset;
  - not to modify, add to or interfere with any secured asset;
  - to keep any secured asset ordinarily at the home in which you live and not to move any secured asset outside New Zealand;
  - at your own expense, to keep any secured asset in good working order and condition (fair wear and tear excepted), and replace any worn out or defective parts with new parts;
  - to keep any secured asset safe and secure against loss, theft or damage;
  - to use any secured asset in a careful and proper manner; and
  - on request by us at any time, to use best endeavours to procure the consent of any third party on whose land or premises any secured asset is located for us to enter that land or premises in order to exercise any of our rights under this agreement or in respect of the secured asset.
- 11 Insurance**
- 11.1 Unless we agree otherwise, you must keep any secured asset insured against all types of loss or damage that should sensibly be insured against, to its full insurable value, with a reputable insurer. Our interest as lender must be noted on the insurance certificate. You agree to show us evidence of that insurance if we ask to see it.
- 11.2 If you make a claim on a policy of insurance in respect of any secured asset, you must tell us immediately and whatever the insurance company pays you must be paid to us. We can use the money either to make good any damage to the secured asset, or to reduce your unpaid balance. If there is still any unpaid balance after we have used the insurance money, you will need to pay it to us.
- 12 Default events**
- 12.1 A default event means that any of the following events happens:
- you do not make a payment when due as required by this agreement, unless the non-payment is caused solely by the failure of a payment system which is beyond your control and we receive payment within 2 business days of its due date;
  - information provided by or on behalf of you in connection with this agreement (for instance, about yourself or your circumstances) was untrue, inaccurate, or misleading in a material respect;
  - you breach this agreement in any other material respect, and fail to remedy that breach within 10 business days of a notice from us asking you to do so;

- d. any material provision of this agreement is not legally effective against you;
  - e. you are deemed unable to pay your debts under any relevant legislation or you commit an act of bankruptcy as defined in the Insolvency Act 2006;
  - f. any other person takes enforcement action against:
    - i. any secured asset; or
    - ii. any of your other property or assets in respect of a debt in excess of \$1,000;
  - g. a court issues a judgment against you for an amount in excess of \$1,000, and the judgment is not cancelled with 14 days;
  - h. a default event (however described) happens under any other agreement you have with us; or
  - i. you have committed or allowed an unlawful activity to occur with respect to any secured asset or otherwise in connection with this agreement.
- 12.2 If a default event occurs, we can:
- a. require immediate payment of all or part of your unpaid balance (and you must immediately pay us the amount required when you receive notice from us);
  - b. charge default interest and fees in accordance with this agreement;
  - d. repossess and sell any secured asset and otherwise enforce our security interest in any secured asset in accordance with this agreement; and/or
  - e. exercise any other rights available to us (which may include taking appropriate recovery action such as appointing a debt collection agency or suing for recovery of the unpaid balance). If you are a joint borrower, we can take action against you without taking action against the other borrower.
- 13 Default interest and default fees**
- 13.1 The way in which default interest is calculated and charged to your account is explained in the loan agreement.
- 13.2 We can change a default interest rate (or how it is calculated or charged) at any time, but we will only do so on reasonable grounds and in accordance with applicable law. If we do, we'll notify you as required by law.
- 13.3 The loan agreement also explains the default fees and charges that may apply, and when these are charged to your account.
- 13.4 We can change the amount, frequency, time for payment or method of calculation of any default fees or charges or introduce new default fees or charges, but we will only do so on reasonable grounds and in accordance with applicable law. If we do, we'll notify you as required by law.
- 14 Repossessing secured assets**
- 14.1 In addition to our rights if a default event has occurred, if at any time any secured asset is at risk (within the meaning of section 83E(2) of the CCCFA), we may take and keep possession of all or part of that secured asset.
- 14.2 We will follow the provisions of the CCCFA when taking and repossessing any secured asset.
- 14.3 You give us, our agents, and our representatives the right to enter any place where any secured asset may be held, and to search for, remove, and take possession of the secured asset. This includes when the occupier is not present. This right cannot be revoked, and lasts until the delivery of a final discharge of the relevant security interest in accordance with this agreement. We do not have to give you notice of our intention to enter. We can carry out these rights and (subject to applicable law) you are not allowed to claim against us for any consequential loss or damage.
- 15 Amendments and waivers**
- 15.1 Except as expressly permitted elsewhere in this agreement, we will not at any time (without your prior agreement) change any term of this agreement.
- 15.2 We will give you notice of any change as required by law.
- 15.3 A waiver of any provision of this agreement is effective only if given in writing, and then only to the extent expressly stated.
- 16 Notices and communications**
- 16.1 Unless otherwise specified and subject to applicable law, all notices or other communications from us to you, or from you to us, must be:
- a. in writing (which may be in electronic form);
  - b. delivered, forwarded or sent by personal delivery, post or electronic message; and
  - c. deemed to have been received by the addressee:
    - i. if served personally, at the time of service;
    - ii. if sent by post, on the fourth business day after being posted, using the details specified in this agreement or otherwise given by the addressee, by prepaid postage
    - iii. if sent by electronic message, on the second business day after sending, using the details specified in this agreement or otherwise given by the addressee.
- 16.2 Nothing in clause 16.1 above limits the time at which any disclosure is treated as having been made under and for the purposes of the CCCFA. For instance, under the CCCFA, disclosure may be treated as having been made when a statement is sent.
- 16.3 You consent to receiving:
- a. all notices, documents and communications relating to this agreement (including any disclosure that we are required to make under applicable law) electronically and you agree that (subject to applicable legal requirements) we may use any electronic message address specified by you for that purpose; and
  - b. your statements via a secure website that allows you to access your statements when we notify you that they are available or that allows you to access the relevant information at all reasonable times for any reasonable statement period you select.
- 16.4 We consent to receiving all notices, documents and communications relating to this agreement electronically and we agree that you may use the electronic message address specified by us in your loan agreement (or otherwise given by us) for that purpose.
- 17 Severability**
- 17.1 The illegality, invalidity or unenforceability of any provision in this agreement will not affect the legality, validity or enforceability of another provision.
- 18 Privacy**
- 18.1 We can enforce our rights under this agreement even if we have not signed it.
- 19 Assignment**
- 19.1 You may not assign or transfer to anyone else any of your rights or obligations under this agreement, without our prior written consent (not to be unreasonably withheld).
- 19.2 Subject to applicable law, you agree that we may at any time assign or transfer our rights and/or obligations (in whole or in part) under this agreement without your further consent. For instance, we may do this in connection with our funding arrangements and for other reasonable commercial purposes. We do not have to let

you know (unless required by the CCCFA or any other applicable law).

**20**     **Governing law**

20.1     This agreement is governed by New Zealand law.

Sample

## PRIVACY AND ELECTRONIC MARKETING CONSENT

Client Name		Client Number		Date	
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### Privacy consent

Our privacy policy is at [www.financecentral.co.nz/privacy](http://www.financecentral.co.nz/privacy) and <https://thornfinance.co.nz/privacy/> ("Privacy Policy").

***This document summarises key points about our Privacy Policy but is not a substitute for, and does not limit anything in, the full Privacy Policy.***

Our Privacy Policy sets out how Limelight Group Limited and Limelight Financial Services Limited (together with our successors and assignees, "Limelight", "we", "us") collects, uses, stores, discloses and protects personal information.

This includes:

- **The personal information we collect:** We only collect your personal information as necessary for a lawful purpose connected with our products and services. This may include identity information, contact details, loan purpose, financial information, credit history, asset position, and personal circumstances such as employment and residency.
- **How we collect information:** We collect your personal information directly from you, from authorised third parties, from publicly available sources, and automatically from your use of our websites or apps.
- **How we use information:** We use your personal information to provide your requested products or services (including assessing any request for finance, managing and enforcing any agreement, and complying with our legal obligations), for credit reporting purposes, to enable our third party partners to provide you with their products and services, and for other associated purposes.
- **How we share information with third parties:** For these purposes you authorise us to collect your personal information from, and disclose your personal information to, the third parties referred to in our Privacy Policy. This may include our third party partners (such as motor vehicle dealers), other financial institutions, our service providers (including online bank statement retrieval services, credit reporters and identity verification services), any government agency, any joint borrower, and other people who know you (such as landlords and employers). Some third parties (such as credit reporters and our partners) may use information we disclose to them to provide their own services. We may share information with third parties when you apply for a loan or at any later stage. We may transfer information to our service providers located overseas.

You have the right to access, and request the correction of, your personal information held by us. See our Privacy Policy for contact details.

Providing personal information to us is optional. However, if the information is not provided, we may not be able to provide the requested products or services.

### Acknowledgement

I acknowledge and accept the terms of the Privacy Policy, which includes my authorisation to Limelight requesting and collecting my personal information from (and disclosing my personal information to) the third parties referred to in the Privacy Policy.

### Electronic Disclosures and Other Communication Consent

I consent to receiving disclosures, notices, letters, statements, and other communications electronically (including marketing and promotional information) to my email address. I understand that I have right to be removed from any mailing list or contact list used to provide ongoing marketing of products and services by using the unsubscribe function within electronic marketing communications or contacting Limelight using the contact information stated in the agreement.

Name of  
Customer

Signature of  
Customer

Date