

Privacy Policy — Effective from January 2020 to September 2020

Version: 3.1

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Introduction

1. In this privacy policy, **we** or **us** means each of Harmoney Nominee Limited, Harmoney Limited, Harmoney Investor Trustee Limited and Harmoney Services Limited.
2. We recognise that your privacy is very important to you. This privacy policy has been prepared in accordance with the New Zealand Privacy Act 1993 (**Privacy Act**) and applicable codes under the Privacy Act.
3. By accessing and browsing the Website you agree to the terms of this privacy policy (as amended from time to time).

What kind of personal information we collect

1. We collect personal information about you including:
 1. Your name, email address, residential address and contact telephone numbers.
 2. Your IRD number and tax status.
 3. Information about your loan or investment requirements.

4. Information about your current or previous employment, income, assets, expenses, bank accounts and transactions, and other financial and personal circumstances.
5. Information about your identity and other personal details including security information.
6. Details about your credit history, credit accounts, credit that may have been extended to you and your repayment history.
7. Your transaction and services history with us.

Where we collect personal information from

1. We primarily collect personal information directly from you when you interact with us through the Website (including when you apply to invest or borrow and provide us with the information we request for that purpose) or by other means (such as when you contact us with an enquiry). Whenever you use the Website, we also collect information about you such as activity logs, IP address and by using cookies.
2. If you are or want to be a Borrower, we may collect credit information (as defined in the Credit Reporting Privacy Code 2004) about you from credit checking agencies (**Credit Reporters**). By registering as a Borrower, requesting a quote for the cost of credit or applying for a loan through the Website, you authorise us to obtain credit information about you from a Credit Reporter to confirm your identity, verify your current credit obligations, help us assess your ability to meet repayment obligations and make credit decisions, and to provide you with quotes for the cost of credit.
3. If you are or want to be a Borrower, we may also collect personal information about you from:

1. your current or previous employers or business partners, accountants, lawyers, referees, banks, insurers, landlords, guarantors, co-borrowers, financial advisers;
 2. other third parties you may have had dealings with (such as service or utility providers);
 3. Credit Reporters;
 4. identification service providers;
 5. publicly available information (which may include social media platforms);
 6. your executors, administrators or persons representing you or acting on your behalf;
 7. our agents or service providers like debt collection agencies, introducers, professional advisers, direct debit companies and private investigators;
 8. public and subscribed databases;
 9. any persons considered necessary to carry out your instructions;
 10. regulators, government authorities, courts or the Police (including fines information from the Ministry of Justice); and
 11. anyone else you agree.
4. If you give us access to your internet banking, we or our service provider may access your personal information using automated technology. You consent to our ongoing access to this information for the term of your relationship with us, and for the purposes outlined in this policy. Before giving us access, you should check whether your bank's terms of use allow you to do so.

Purposes for which we collect your personal information

1. We collect your personal information for the following purposes:

1. Contacting you.
2. Responding to queries.
3. Assessing your ability to pay amounts we may lend to you, in order to provide you with quotations for the cost of credit.
4. Providing you with information about us or our services.
5. Assessing your application to invest or borrow or access any other service.
6. Providing you with our services.
7. Establishing and verifying your identity, and carrying out credit and other checks.
8. Managing our relationship with you.
9. Managing your scheduled repayments and one-off payments with direct debit companies.
10. Preventing and defending instances of fraud, unlawful conduct, and other risks to our business.
11. Internal and external dispute resolution.
12. Enforcing our rights including debt collection, where necessary instituting legal action, and assigning debts to third parties.
13. Undertaking securitisation activities and other activities relating to funding and capital requirements.
14. Any specific purpose notified to you at the time the personal information is collected or that you authorise.
15. Marketing products and services provided by us, Relevant Persons and third parties we have dealings with.
16. Compiling statistical data for example credit scoring information.

17. Complying with our legal obligations and assisting government and law enforcement agencies or regulators.
18. Enabling us to comply with our customer due diligence and other obligations under any anti-money laundering legislation.
19. Any other purpose permitted by law.

Disclosing your information to third parties including overseas

1. We may disclose information about you (including your identity) to a third-party entity for any of the purposes described above.
2. Third parties to whom we may disclose information about you (including your identity) include the following:
 1. co-borrowers (or potential co-borrowers);
 2. Credit Reporters;
 3. identification service providers;
 4. your executors, administrators or persons representing you or acting on your behalf;
 5. our agents or service providers like debt collection agencies, introducers, professional advisers, direct debit companies, private investigators, market research and data analysis providers, mailing houses, call centre operators and technology service providers;
 6. any persons considered necessary to carry out your instructions;
 7. regulators, government authorities, courts or the Police;
 8. Relevant Persons in New Zealand and overseas;
 9. Suppliers of goods and services who are financed with the proceeds of the loan.

- 10. or where we act as an agent on behalf of another person;
 - 11. Financial institutions such as banks and credit providers;
 - 12. Insurers, assessors, underwriters, brokers, and other distributors;
 - 13. entities involved in our securitisation or other funding arrangements;
 - 14. our assignees or potential assignees or other entities who acquire an interest in our business; and
 - 15. anyone else you agree or to whom we are required by law to provide information.
- 3. Some of these entities may be located overseas. For example, we may employ service providers in Fiji, India or the Philippines. We require these entities to adhere to our standards of privacy, security and confidentiality.
 - 4. If you ask us to make a payment to an overseas retailer, (where applicable), we will provide information to those retailers, banks or financial institutions overseas who process these payments. They are not our service providers, and we do not control how they handle your information.
 - 5. You acknowledge and agree that in addition to potentially obtaining personal information about you from a Credit Reporter, we may disclose your personal information to a Credit Reporter. The personal information about you that we may disclose to a Credit Reporter may include that you have sought a quotation for the cost of credit or made an application for a loan, information about your credit accounts (including credit limits and repayment history), credit defaults, credit infringement and credit non-compliance information, and updates of that information from time to time. A Credit Reporter may hold your information on their credit reporting database and use it for providing credit reporting services, including making this information available to other credit providers (or potential credit providers) and other persons who use the Credit Reporter's services and

for any other lawful purpose. Credit Reporters will hold your personal information on their terms and treat your information in accordance with their own privacy policies. Credit Reporters are subject to specific requirements in relation to credit information they hold. You can find out more about those obligations and your rights at

<https://www.privacy.org.nz/the-privacy-act-and-codes/codes-of-practice/credit-reporting-privacy-code/>

Marketing communications

1. By accepting the terms of this privacy policy and providing us with your personal information, you agree to us using that personal information for the purpose of informing you about our products and services, or providing your information to Relevant Persons and third parties we have dealings with to market our products and services or to market their products and services to you.

What are the consequences of you not providing the personal information we require?

1. If you do not provide us with all of the personal information we have requested from you, we may not be able to complete your registration as an Investor or a Borrower, and we may be unable to approve your application for a loan, or to provide you with any of the other services or information, including a quotation for the cost of credit, you are seeking from us.

How you can access/amend your personal information

1. You may request access to your personal information we hold by emailing us at privacy@harmony.co.nz. We will usually provide you with a copy of the personal information we keep about you, however in certain circumstances we may not be able to provide you with a copy of your personal information (and are not required to under the Privacy Act), for example if the information does not exist, cannot be found or is not readily retrievable.

You may request that the personal information we hold about you be corrected by emailing us at privacy@harmony.co.nz

Amendments

1. We may amend this privacy policy at any time by notice on the Website. You should check the Website regularly. Any such amendments will apply from the date stated on the Website. By accessing the Website and/or continuing to use our services you will be deemed to agree to our updated Privacy Policy.

Assignment

1. You may not transfer or assign any of your rights or obligations under this privacy policy to any person.
2. We may transfer or assign all and any of our rights and/or obligations under this privacy policy to any person, without requiring your consent.

Governing Law

1. This privacy policy is governed by New Zealand law. The parties submit to the non-exclusive jurisdiction of the New Zealand courts in respect of all matters arising under or in connection with these customer service terms.

Defined Terms

1. In this privacy policy:
2. **Borrower** means a natural person who has registered as a Borrower with Harmony Services (and, if applicable, includes each registered co-borrower jointly and severally);
3. **Harmony Services** means Harmony Services Limited;
4. **Investor** means each person or entity registered as an Investor with Harmony Services;
5. **Relevant Person** means us or any related company (as defined in section 2(3) of the Companies Act 1993) of those entities, and any employee, director, officer, agent, and contractor of those entities, or such related company; and
6. **Website** means the website at www.harmony.co.nz, or such other website as Harmony Services or a Relevant Person may from time to time operate to provide services.

Interpretation:

1. In this privacy policy:
 1. headings are inserted for ease of reference only, and do not affect the interpretation of this privacy policy;
 2. references to you or your means the person accessing and using the Website and/or our services;
 3. references to the singular include the plural, and vice versa;
 4. references to a **person** include an individual, company, corporation, partnership, firm, joint venture, association, trust, unincorporated body of

persons, governmental or other regulatory body, authority or entity, in each case whether or not having a separate legal identity;

5. references to any party (including us) includes any permitted assignee or transferee; and any reference to Harmony Services includes any back up servicer entity appointed to replace it;
6. references to any document (however described) are references to that document as modified, novated, supplemented, varied or replaced from time to time and in any form, whether on paper or in an electronic form; and
7. a reference to any legislation is a reference to that legislation as amended or replaced from time to time, and includes any regulations or legislative instrument made under it.