Customer Service Terms

Version 2022-2

Introduction

1. By accessing or using the Website or Service, you agree to be bound by these Customer Service Terms. In the event of any inconsistency between these Customer Service Terms and any other terms set out on the Website or in relation to the Service:
   (a) the terms of a Loan Contract will take priority over the terms of these Customer Service Terms; and
   (b) these Customer Service Terms will take priority over any other such terms (except as expressly contemplated herein).

2. In providing the Service, Harmoney Servicer will (and will procure that any Relevant Person who provides any aspect of the Service will):
   (a) exercise the care, diligence, and skill that a prudent licensee of the Service would exercise in the same circumstances; and
   (b) if any aspect of the Service is contracted out, take all reasonable steps to:
      (i) ensure that those functions are performed in the same manner, and are subject to the same duties and restrictions, as if Harmoney Servicer were performing them directly; and
      (ii) monitor the performance of those functions.

Website terms of use

3. The Website is owned by Harmoney Services Limited, and Harmoney Services Limited owns or has the right to use all content in the Website.

4. You have a limited, revocable and non-transferable licence to access, use, and reproduce content from, the Website for your own personal, non-commercial use.

5. If you wish to link to any part of the Website, you must obtain Harmoney Services Limited's prior written consent.

6. You must keep any logins or passwords that you use to access the Website and the Service safe and secure and not provide details of your logins or passwords to any third party.

7. To the extent permitted by law:
   (a) all warranties, representations and guarantees (whether express, implied or statutory) are excluded, including without limit as to suitability, fitness for purpose, accuracy or completeness of the Website or the Service; and
   (b) neither we nor any Relevant Person will be liable for any damage, loss or expenses, or indirect losses or consequential damages of any kind, suffered or incurred by you in connection with your access to or use of the Website or Service.

8. Although Harmoney Servicer has tried to ensure the content on the Website is current, accurate and complete, we do not guarantee that such content will be current, accurate or complete when you access it. Harmoney Servicer will take action, within a reasonable time, to correct any error or inaccuracy which is brought to its attention.

9. You acknowledge that the Website may not always be available or some of the functions on the Website may be temporarily unavailable and that we will not be liable to you in respect of any inability to access or use the Website at any time.

10. The Website may contain links to third party websites. Such websites have not been prepared by and are not controlled by us, and we do not check, endorse, approve or agree with such third party websites.

Electronic communications

11. By accepting these Customer Service Terms:
    (a) you confirm that you can receive and access electronic communications;
    (b) you consent to receiving all notices, documents and communications from us (specifically including disclosure information required by law) in electronic form, and by electronic means; and
    (c) you agree that (subject to applicable legal requirements) we may use any electronic message address specified by you, and/or we may communicate with you through the Website (including via your dashboard, which you can access by logging into the Website), for the purposes specified in (a) above.

12. In order to access and retain electronic communications, you must have the following:
    (a) a personal computer, operating system and telecommunications connections to the internet capable of supporting electronic communications; and
    (b) sufficient electronic storage capacity on your hard drive or other data storage facility, or a printer that is capable of printing from your internet browser and email software.

13. You should print or download a copy of these Customer Service Terms and any other notice, document or communication that is important to you.

14. You also agree that all documents relating to your arrangements with us may be entered into electronically by the relevant parties and signed electronically by the relevant parties.

15. You are responsible for ensuring that your filtering programmes recognise electronic communications originating from us. If you fail to receive electronic communications from us, having consented to receive electronic communications, you need to check with your system providers.

16. You must provide all notices to us in writing (including by email) using the contact details provided on the Website at the relevant time.

Registration

17. You must register as a Borrower by completing the applicable registration process on the Website in order to use the Service as a Borrower. Harmoney Servicer reserves the right not to register any person if that person has not completed the registration process to Harmoney Servicer’s satisfaction or does not meet Harmoney Servicer’s eligibility criteria.

18. If more than one person is, or is applying to be, the Borrower under a Loan (co-borrowers):
    (a) you will each have the same rights and obligations under these Customer Service Terms;

(b) you consent to us providing your personal information to each other person who is, or is applying to be, the Borrower; and

(c) we can accept instructions from either of you (without reference to the other person who is, or is applying to be, the Borrower) in respect of the Loan or the Service.

19. You must have registered as an Investor by completing the applicable registration process on the Website in order to use the Service as an Investor. If more than one person registered as the Investor:

(a) you will each have the same rights and obligations under these Customer Service Terms;

(b) you consent to us providing your personal information to each other person who registered as the Investor; and

(c) we can accept instructions from either of you (without reference to the other person who registered as the Investor) in respect of the Service.

20. Harmoney Servicer may terminate or suspend your registration as a Borrower or an Investor at any time by notice to you if Harmoney Servicer reasonably believes that you are not complying with these Customer Service Terms or are otherwise not using the Service for its intended purpose, or if the information you provide is untrue, inaccurate, unsubstantiated, misleading and deceptive.

21. You may terminate your registration as a Borrower or an Investor at any time by notifying Harmoney Servicer through the Website or using any other contact details provided by Harmoney Servicer.

Loan intermediary process

22. Each Loan is lent by Harmoney Lender (who may be acting as bare trustee for Participating Investors). In providing the Service, Harmoney Servicer is also involved in providing the credit.

23. If you want to apply for a Loan using the Service, you must complete a Loan Application. Harmoney Servicer (acting in its sole discretion) may approve or decline your Loan Application.

24. If Harmoney Servicer approves your Loan Application, you will be provided with the relevant Loan Contract. If you accept the Loan Contract or confirm that you want to continue with the Loan, the Loan Contract will come into effect in accordance with its terms.

25. You should contact Harmoney Servicer if you are not clear as to any of the information set out in the Loan Application or any document provided to you.

26. You acknowledge and agree that:

(a) Harmoney Servicer does not act as your agent in connection with the Service or any Loan, and that Harmoney Servicer does not act as your agent in arranging a Loan; and

(b) Harmoney Servicer and its Related Companies may be paid a commission or other financial benefit by any person in connection with any Loan or the Service.

Warranties

27. You warrant to us that:

(a) all information you provide to us is true, accurate, and complete, and there is no information which has not been provided which would impact on a decision to register you as a Borrower or an Investor or to make the relevant services available to you;

(b) you will provide us with updated information if any of your circumstances have changed; and

(c) if your contact details change, you will immediately provide us with notice of the change and update the dashboard with your revised information.

Liability

28. Neither we, nor any Relevant Person, will be liable if it fails:

(a) to provide the Service or otherwise to comply with these Customer Service Terms due to events beyond its reasonable control (including due to any Participating Investors failing to fund a Loan); or

(b) to achieve any funding in respect of any Loan.

29. Nothing in these Customer Service Terms operates to limit or exclude any liability, or to limit any rights you may have, that cannot by law be limited or excluded. In particular, if the Consumer Guarantees Act 1993 applies, you may have rights or remedies which are not excluded nor limited by the above.

Amendments

30. Harmoney Servicer may amend these Customer Service Terms, and the way in which it provides the Service, 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.

Licences

31. Each of Harmoney Limited (FSP373486), Harmoney Nominee Limited (FSP5904148), and Harmoney Services Limited (FSP593769) are licensed to provide a peer to peer lending service under Part 6 of the Financial Markets Conduct Act, 2013. The conditions of these licences imposed by the Financial Markets Authority are published on www.business.govt.nz/fsp.

Disputes

32. Each of Harmoney Limited, Harmoney Nominee Limited, and Harmoney Services Limited are registered under the Financial Service Providers (Registration and Dispute Resolution) Act 2008.

33. As such, Harmoney Lender and Harmoney Servicer are members of the Financial Services Complaints Limited dispute resolution scheme. Any dispute relating to the provision of the Service that you are unable to resolve through our internal dispute resolution process should be referred to that dispute resolution service. Details are available at http://www.fscl.org.nz/.

Severability

34. The illegality, invalidity or unenforceability of any provision in these customers service terms will not affect the legality, validity or enforceability of another provision.

Privity

35. Each of Harmoney Lender and Harmoney Servicer can enforce its rights under these Customer Sservice Terms.

Assignment

36. You may not transfer or assign any of your rights or obligations under these Customer Service Terms to any person.

37. Each of Harmoney Lender and Harmoney Servicer may transfer or assign all and any of its rights and/or obligations under these Customer Service Terms to any person, without requiring your consent. You agree that Harmoney Lender and Harmoney Servicer may disclose all information they hold about you to any such person or intended person.

Governing Law

38. These Customer Service Terms, and your use of the Website and Service, are 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, or your use of the Website and Service. The Website and Service may not comply with laws of other countries and should not be relied on by persons in countries other than New Zealand.

Defined Terms

39. In these Customer Service Terms:

Borrower means a natural person who has been registered as a Borrower with Harmoney Servicer (and, if applicable, includes each registered co-borrower jointly and severally);

Harmoney Lender means, in relation to a Loan, the Harmoney entity named as such in the Loan Disclosure Statement;

Harmoney Servicer means Harmoney Services Limited or Harmoney Limited (as applicable);

Investor means each person or entity that has been registered as an Investor with Harmoney Servicer;

Investor Agreement means an agreement with an Investor in respect of the Service;

Investor Application means an application to become an Investor, as set out on the Website;

Loan means the total amount lent or to be lent by Harmoney Lender to a Borrower under a Loan Contract;

Loan Application means an application for a Loan, as set out on the Website;

Loan Contract means an agreement with a Borrower in respect of a Loan, comprising the Loan Disclosure Statement together with the form of loan contract provided to the Borrower, and includes, in the case of a Secured Loan, the completed Vehicle Details Form (as those terms are defined in the form of loan contract);

Loan Disclosure Statement means the loan disclosure statement provided to a Borrower in respect of a Loan;

Participating Investor in relation to a Loan means (if applicable) each investor for whom Harmoney Lender holds the Loan as bare trustee;

Related Company has the meaning given to it in the Companies Act 1993;

Relevant Person means each Related Company of Harmoney Lender and/or Harmoney Servicer, and any of Harmoney Lender's, Harmoney Servicer's, or their Related Companies' employees, directors, officers, agents, and contractors;

Service means the platform services provided by Harmoney Servicer through the Website;

We or **us** means each of Harmoney Lender and Harmoney Servicer; and

Website means the website at www.harmoney.co.nz, or such other website as Harmoney Servicer or a Relevant Person may from time to time operate to provide the Service.

Interpretation

40. In these Customer Service Terms:
    - (a) headings are inserted for ease of reference only, and do not affect the interpretation of these customer service terms;
    - (b) references to **you** or **your** means the person accessing and using the Website and/or the Service;
    - (c) references to the singular include the plural and vice versa;
    - (d) 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;
    - (e) reference to any party (including Harmoney Lender and Harmoney Servicer) includes its permitted assignee or transferee; and any reference to Harmoney Servicer includes any back up servicer entity appointed to replace it;
    - (f) reference to the **liability** of a person include references to its liability under any cause of action, whether in contract, tort, or equity or under any enactment;
    - (g) 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
    - (h) 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.