Harmoney

PRIVACY POLICY

Version **NZ-2025-1**

1. **Introduction:** We recognise that your privacy is very important to you. This Privacy Policy has been prepared in accordance with all applicable laws. By accessing or using the Website, you agree to be bound by this Privacy Policy.

2. **What kind of personal information we collect:** We may collect personal information about you including:

   (a) your name, email address, residential address and contact telephone numbers;

   (b) your IRD number and tax status;

   (c) information about your loan or investment requirements;

   (d) information about your current or previous employment, income, assets, expenses, bank accounts and transactions, and other financial and personal circumstances;

   (e) information about your identity and other personal details including security information;

   (f) details about your credit history, credit accounts, credit that may have been extended to you and your repayment history;

   (g) your transaction and Services history with us; and

   (h) where you are taking out a loan to purchase a vehicle, information about your driver licence status, ownership of the relevant vehicle, and insurance over the relevant vehicle.

3. **Where we collect personal information from:**

   (a) 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.

   (b) If you use our Services, we may collect "credit information" about you from "credit reporters" (as those terms are defined in the Credit Reporting Privacy Code 2020). By requesting a Quote, or submitting a Loan Application, 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.

   (c) If you use our Services, we may also collect personal information about you from:

      (i) your current or previous employers or business partners, accountants, lawyers, referees, banks, insurers, landlords, guarantors, co-borrowers, and financial advisers;

(ii) other third parties you may have had dealings with (such as service or utility providers);

(iii) credit reporters;

(iv) identification service providers;

(v) publicly available sources of information (which may include social media platforms);

(vi) your executors, administrators or persons representing you or acting on your behalf;

(vii) our agents or service providers like debt collection agencies, introducers, professional advisers, direct debit companies and private investigators;

(viii) public and subscribed databases;

(ix) any persons considered necessary to carry out your instructions;

(x) regulators, government authorities, courts or the Police (including fines information from the Ministry of Justice); and

(xi) anyone else you agree.

(d) 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 Privacy Policy. Before giving us access, you should check whether your bank's terms of use allow you to do so.

4. **Purposes for which we collect your personal information:** We collect your personal information for the following purposes:

(a) contacting you;

(b) responding to queries;

(c) assessing your ability to pay amounts we may lend to you, in order to provide you with quotations for the cost of credit;

(d) providing you with information about us or our Services;

(e) assessing your application to invest or borrow or access any other service;

(f) providing you with our Services;

(g) establishing and verifying your identity, and carrying out credit and other checks;

(h) managing our relationship with you;

(i) managing your scheduled repayments and one-off payments with direct debit companies;

(j) preventing and defending instances of fraud, unlawful conduct, and other risks to our business;

(k) internal and external dispute resolution;

(l) enforcing our rights including debt collection, where necessary instituting legal action and enforcing any security interest we hold, and assigning debts to third parties;

(m) undertaking securitisation activities and other activities relating to funding and capital requirements;

(n) any specific purpose notified to you at the time the personal information is collected or that you authorise;

(o) marketing products and services provided by us, Relevant Persons and third parties we have dealings with;

(p) compiling statistical data for example credit scoring information;

(q) complying with our legal obligations and assisting government and law enforcement agencies or regulators;

(r) enabling us to comply with our customer due diligence and other obligations under any anti-money laundering legislation; and

(s) any other purpose permitted by law.

5. **Disclosing your information to other parties (including overseas):**

(a) We may disclose information about you (including your identity) to Relevant Persons or third-party entities in New Zealand and overseas for any of the purposes described above. Third parties to whom we may disclose information about you (including your identity) include the following:

(i) co-borrowers (or potential co-borrowers);

(ii) credit reporters;

(iii) identification service providers;

(iv) your executors, administrators or persons representing you or acting on your behalf;

(v) 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;

(vi) any persons considered necessary to carry out your instructions;

(vii) regulators, government authorities, courts or the Police;

(viii) suppliers of goods and services who are financed with the proceeds of the loan;

(ix) third party creditors of yours who will be repaid with the proceeds of the loan;

(x) other persons, where we act as an agent on behalf of that person;

(xi) financial institutions such as banks and credit providers;

(xii) insurers, assessors, underwriters, brokers, and other distributors;

(xiii) entities involved in our securitisation or other funding arrangements;

(xiv) our assignees or potential assignees or other entities who acquire an interest in our business; and

(xv) anyone else you agree or to whom we are required by law to provide information.

(b) Some of the entities in (a) may be located overseas. For example, some Relevant Persons are incorporated in Australia, and we may employ service providers in Australia, Fiji, India, Vietnam, or the Philippines. We require these entities to adhere to our standards of privacy, security and confidentiality.

(c) If you ask us to make a payment to an overseas retailer, then (as 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.

(d) 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. This 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/privacy-act-2020/codes-of-practice/crpc2020/.

6. **Marketing communications:** By providing us with your personal information, you also agree (in addition to the matters set out above) to us:

(a) using that personal information for the purpose of informing you about our products and services; and

(b) 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.

7. **What are the consequences of you not providing the personal information we require?** If you do not provide us with all of the personal information we have requested from you, we may not be able to provide you with certain information, products, or services that you are seeking from us. In particular, you may be unable to create an Account, request a Quote, submit a Loan Application, or enter into a Loan Contract.

8. **How you can access your personal information:** You may request access to your personal information we hold by emailing us at privacy@harmoney.co.nz. We will provide you with a copy of such personal information on request, except in certain circumstances allowed by the Privacy Act (such as if the information does not exist, cannot be found, or is not readily retrievable).

9. **How you can correct your personal information:** You may request that your personal information we hold be corrected (by way of correction, deletion, or addition) by emailing us at privacy@harmoney.co.nz.

10. **Amendments:** We may amend this Privacy Policy at any time by updating the Website. You should check the Website regularly. Any such amendments will apply from the date the Website is updated. By continuing to accessing the Website or Services, you will be deemed to have accepted such amendments.

11. **Severability:** The illegality, invalidity or unenforceability of any provision in this Privacy Policy will not affect the legality, validity or enforceability of another provision.

12. **Assignment:** You may not transfer or assign any of your rights or obligations under this Privacy Policy to any person. 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. You agree that we may disclose all information we hold about you to any such person or intended person.

13. **Jurisdiction:** This Privacy Policy, and your use of the Website, is governed by New Zealand law. The parties submit to the exclusive jurisdiction of the New Zealand courts. The Website may not comply with laws of other countries and should not be relied on by persons in countries other than New Zealand.

14. **Interpretation:** In this Privacy Policy:

(a) references to the singular include the plural, and vice versa;

(b) 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;

(c) references to any party includes its permitted assignee or transferee, and any reference to us includes any back up servicer entity appointed to replace us;

(d) 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

(e) 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.

15. **Defined terms:** In this Privacy Policy:

Account means an account by which you may access our Services.

Loan means any loan product provided by us from time to time.

Loan Application means an application for a Loan.

Loan Contract means the terms of the credit contract for a Loan, comprising a Loan Disclosure Statement, the Loan Contact Terms document, and a Vehicle Details Form (if applicable).

Privacy Act means the New Zealand Privacy Act 2020.

Quote means a quotation for the cost of credit, which may include the estimated loan amount, interest rate, and repayment amounts for a proposed Loan.

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

Relevant Person means each of our Related Companies and any of our, or our Related Companies', employees, directors, officers, agents, and contractors.

Service means any service provided by us through the Website from time to time, including the ability to request a Quote, and submit a Loan Application.

we, **us** or **our** means Harmoney Services Limited.

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

you or **your** means the person accessing or using the Website or any Service.