



CUSTOMER SERVICE TERMS

Version **NZ-2025-2**

1. **Terms:** By accessing or using the Website, you agree to be bound by these Customer Service Terms.
2. **Website:** The Website contains information about our Loans and provides functionality by which you can access our Services. In order to access our Services, you must hold an Account with us.
3. **Eligibility criteria:** By creating an Account, requesting a Quote, or submitting a Loan Application, you agree that you are:
 - (a) a natural person (that is, not a company, partnership, incorporated society, trust, or other legal entity);
 - (b) 18 years or older;
 - (c) a permanent resident or citizen of New Zealand;
 - (d) currently located in New Zealand; and
 - (e) earning a stable income.
4. **Sole discretion:** We may approve or decline any request for an Account or Quote, or any Loan Application, at our sole discretion.
5. **Your warranties:** 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 could impact our decision to provide you with an Account, Quote, or Loan;
 - (b) you will immediately notify us of any change to your circumstances which could impact our provision to you of an Account, Quote, or Loan;
 - (c) you will promptly notify us of any change to your contact details (which you may do via the Dashboard); and
 - (d) where you provide us with any information about another person, you have first obtained that person's consent to such provision, that person has consented to the terms of our Privacy Policy, and you will promptly provide us with evidence of such consents on request.
6. **Account credentials:** You must keep your Account credentials (such as logins or passwords that you use to access your Account) safe and secure, and not share them with any third party.
7. **Account status:** We may terminate or suspend your Account at any time, with or without notice, if we believe that you:
 - (a) have breached or will breach these terms, or any other terms between us;
 - (b) are not using the Website or our Loans for their intended purpose; or
 - (c) have provided us with any information that is incomplete, inaccurate, incorrect, unsubstantiated, misleading, or deceptive.

8. **Termination of Account by you:** Please contact us if you wish to terminate your Account for any reason. Termination of your Account will not affect any rights accrued by us, or obligations owed by you, up to the date of termination, including under any Loan Contract.
9. **Clarification:** Please contact us if you do not fully understand any of the information provided to you during the Quote or Loan Application processes, or in any notices, documents, or communications we provide to you.
10. **Loan Contract:** The terms of a Loan Contract will take priority over these Customer Service Terms in the event of any conflict.
11. **No agent:** You acknowledge and agree that we do not act as your agent in connection with the Services or any Loan, or in arranging a Loan.
12. **Commissions:** You acknowledge and agree that we and our Related Companies may be paid a commission or other financial benefit by any person in connection with any Loan.
13. **Electronic dealings and communications:** By creating an Account, requesting a Quote, or submitting a Loan Application, you:
 - (a) agree that all documents relating to your dealings with us (including Loan Contracts) may be entered into, and signed, in electronic form, and by electronic means, by the relevant parties;
 - (b) consent to receiving all notices, documents, and communications from us (including Loan disclosure information) in electronic form, and by electronic means, including to any electronic message address specified by you, or through the Website (including the Dashboard);
 - (c) confirm that you are capable of receiving, accessing, and retaining all such electronic notices, documents, and communications from us;
 - (d) agree to print or download a copy of any electronic notices, documents, and communications that are important to you; and
 - (e) agree that you are solely responsible for ensuring that your filtering programmes recognise electronic notices, documents, and communications from or on behalf of us.
14. **Intellectual property:** We or our Related Companies own the Website and all content in the Website. 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. If you wish to link to any part of the Website, you must obtain our prior written consent.
15. **Website content:** We will take action, within a reasonable time, to correct any error or inaccuracy in the content of the Website which is brought to our attention. However, you acknowledge that:
 - (a) we do not guarantee that the content of the Website will be current, accurate or complete when you access it; and
 - (b) the Website may contain links to third party websites, which websites have not been prepared by and are not controlled by us, and that we do not check, endorse, approve or agree with the content of such third party websites.
16. **Provision of Service:** In providing a Service, we will (and will procure that any Relevant Person who provides any aspect of a 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 ensure that those functions are performed in the same manner, and are subject to the same duties and restrictions, as if we were performing them directly, and monitor the performance of those functions,
- 17. **Exclusions:** Notwithstanding anything to the contrary in these Customer Service Terms (other than clause 18), you acknowledge that:
 - (a) the Website or Services may not always be available, and that we will not be liable to you in respect of any inability to access or use any part of the Website or Services at any time;
 - (b) all warranties, representations and guarantees (whether express, implied or statutory) are excluded, including without limit as to availability, suitability, fitness for purpose, accuracy or completeness of the Website or any Service; and
 - (c) 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:
 - (i) your access to or use of the Website or any Service;
 - (ii) any failure by us or a Relevant Person to provide the Website or any Service (including failure to provide funding in respect of a Loan); or
 - (iii) any failure by us or a Relevant Person to comply with these Customer Service Terms due to events beyond our reasonable control.
- 18. **No exclusions contrary to law:** Nothing in these Customer Service Terms operates to limit or exclude any liability, or to limit any rights you may have, to the extent that they 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 clause 17.
- 19. **Amendments:** We may amend these Customer Service Terms, and the way in which we provide the Website or any Service, 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 access the Website or Services, you will be deemed to have accepted such amendments.
- 20. **Severability:** The illegality, invalidity or unenforceability of any provision in these Customer Service Terms will not affect the legality, validity or enforceability of another provision.
- 21. **Assignment:** You may not transfer or assign any of your rights or obligations under these Customer Service Terms to any person. We may transfer or assign all and any of our rights and/or obligations under these Customer Service Terms 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.
- 22. **Back-up service provider:** If we enter into liquidation, a back-up servicer will be appointed to carry out our role. Any such appointment will not affect your rights and obligations under any Loan Contract. The appointed back-up servicer from time to time will have the same rights as we did, without further action being necessary.

23. **Jurisdiction:** These Customer Service Terms, and your use of the Website or Services, are governed by New Zealand law. By accessing or using the Website, you agree to submit to the exclusive jurisdiction of the New Zealand courts. The Website or Services may not comply with laws of other countries and should not be relied on by persons in countries other than New Zealand.
24. **Disputes:** Harmony Services Limited (FSP593769) is registered under the Financial Service Providers (Registration and Dispute Resolution) Act 2008 and, as such, is a member 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 at www.fscl.org.nz.
25. **Contacting us:** Please contact us using the details provided on the Website from time to time.
26. **Interpretation:** In these Customer Service Terms:
- (a) reference to any party includes its permitted assignee or transferee, and any reference to us also includes any back up servicer entity appointed to replace us;
 - (b) 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;
 - (c) 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
 - (d) 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.
27. **Defined terms:** In these Customer Service Terms:
- Account** means an account by which you may access our Services.
- Dashboard** means functionality by which (among other things) Account details can be viewed and updated, and information about current or previous Loans (including statements of account) may be viewed, downloaded or requested.
- 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 Contract Terms document, and a Vehicle Details Form (if applicable).
- 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, submit a Loan Application, and access a Dashboard.
- we, us or our** means Harmony Services Limited.

Website means the website at www.harmony.co.nz, or such other website as we or a Relevant Person may from time to time operate to provide a Service, and includes the Dashboard.

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