

Customer Service Terms

Version: 3.0

Introduction

1. This document sets out the terms on which you are able to access and use the Website and the Service. If there is any inconsistency between these customer service terms and any other terms set out on the Website, these customer service terms will prevail (except as expressly contemplated by these customer service terms) unless a Loan Contract or Investor Agreement exists, in which case the terms set out in the Loan Contract or Investor Agreement will prevail.
2. In providing the Service, Harmony Services will (and will procure that its Related Companies who provide 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 Harmony Services were performing them directly; and
 - (ii) monitor the performance of those functions.

Website terms of use

3. The Website is owned by Harmony Services Limited. Your use of the Website is governed by these customer service terms. By accessing and browsing the Website you agree to be bound by these customer service terms (as amended from time to time).
4. All intellectual property on the Website, including without limit, the text, graphics and copyright works is owned by Harmony Services Limited (or our relevant content suppliers and licensors). As between you and Harmony Services, Harmony Services Limited is the exclusive owner of all rights in the compilation, design and layout of the Website.
5. You may access, view, reproduce and print the content on the Website provided you only use that content for your personal use or otherwise in relation to using or considering using any of the services provided through the Website.
6. If you wish to link to any part of the Website, you must obtain Harmony Services Limited's prior written consent.
7. 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.
8. To the extent permitted by law:
 - (a) all warranties, representations and guarantees (whether express, implied or statutory) are excluded, including without limit, suitability, fitness for purpose, accuracy or completeness of the Website or the content on or accessed through it; and
 - (b) we will not 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 the content on or accessed through it.

-
9. Although Harmony Services 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. Harmony Services will take action, within a reasonable time, to correct any error or inaccuracy which is brought to its attention.
 10. 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.
 11. The Website may contain links to third party websites. These websites have not been prepared by and are not controlled by us. We do not check, endorse, approve or agree with third party websites the Website links to.
 12. Nothing in these terms operates to limit or exclude any liability 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.

Electronic communications

13. By accepting or confirming these customer service terms, you consent to receiving all notices, documents and communications from us in electronic form and by electronic means and 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 the dashboard) for that purpose.
14. You specifically consent to obtaining disclosure information required by law online (such as Loan information). Such information can be accessed by logging on to the Website (including the dashboard). In some circumstances, we may also send you an electronic communication.
15. You confirm that you can receive and access electronic communications.
16. 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.
17. You should print or download a copy of these customer service terms and any other notice, document or communication that is important to you.
18. 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.
19. 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.
20. You must provide all notices to us in writing (including by email) using the contact details provided on the Website at the relevant time.

Co-Borrowers and co-Investors

21. If more than one person is, or is applying to be, the Borrower or 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 is, or is applying to be, the Borrower or the Investor; 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 or the Investor) in respect of the Service.

Registration

22. In order to access and use the Service as a borrower or an investor, you must register as a Borrower or an Investor by completing the applicable registration process on the Website. Harmony Services reserves the right not to register any person if that person has not completed the registration process to Harmony Services' satisfaction or does not meet Harmony Services' eligibility criteria.
23. Harmony Services may terminate or suspend your registration as a Borrower or an Investor at any time by notice to you if Harmony Services 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.
24. You may terminate your registration as a Borrower or an Investor at any time by notifying Harmony Services through the Website or using any other contact details provided by Harmony Services.

Loan intermediary process

25. Harmony Services provides platform services to borrowers and investors. Harmony Services does not lend any amounts to Borrowers. Each Loan is lent by Harmony Lender (who may be acting as bare trustee for Participating Investors), but Harmony Services provides all platform services and so is also involved in providing the credit.
26. If you want to take out a Loan using the Service, you must complete a Loan Application. Harmony Services (acting in its sole discretion) may either approve or decline your Loan Application.
27. If Harmony Services approves your Loan Application, you will be provided with the relevant Loan Contract. If you accept or confirm that you want to continue, the Loan Contract will come into effect in accordance with its terms.
28. If you want to become an Investor, you must complete an Investor Application. Harmony Services (acting in its sole discretion) may either approve or decline your Investor Application.
29. If Harmony Services approves your Investor Application, you will be provided with an Investor Agreement. If you accept or confirm that you want to continue, the Investor Agreement will come into effect in accordance with its terms.
30. You should contact Harmony Services if you are not clear as to any of the information set out in the Loan Application, Investor Application or any document provided to you.

Warranties

31. 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.

Role of Harmony Services

32. You acknowledge and agree as follows:
- (a) Harmony Services does not act as your agent in connection with any Loan or the Service. For example, Harmony Services does not act as your agent in arranging a Loan.
 - (b) Harmony Services and its Related Companies may be paid a commission or other financial benefit by any person in connection with any Loan or the Service.

Liability

33. No 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.

Nothing in this clause or these customer service terms limits any rights you may have at law.

Amendments

34. Harmony Services 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.

Disputes

35. Harmony Lender and Harmony Services 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

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

Privacy

37. Each of Harmony Lender and Harmony Services can enforce its rights under these customer service terms.

Assignment

- 38.
- (a) You may not transfer or assign any of your rights or obligations under these customer service terms to any person.
 - (b) Each of Harmony Lender and Harmony Services 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 Harmony Lender and Harmony Services may disclose all information they hold about you to any such person or intended person.

Governing Law

39. These customer service terms 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.

Defined Terms

40. In these customer service terms:

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);

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

Harmony Services means Harmony Services Limited and Harmony Limited;

Investor means each person or entity that has registered as an Investor with Harmony Services;

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

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

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

Loan Application means the application for a Loan, which is set out on the Website;

Loan Contract means the agreement with the Borrower in respect of a Loan, which comprises the Loan Disclosure Statement together with the form of loan contract provided to the Borrower;

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

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

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;

Service means the platform services provided by Harmony Services through the Website;

We or **us** means each Harmony Lender and Harmony Services; and

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 the Service.

Interpretation

41. 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 Harmony Lender and Harmony Services) includes its permitted assignee or transferee; and any reference to Harmony Services 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.