



CONSUMER BOOKLET

YOUR LOAN CONTRACT WITH RAPID LOANS NZ LIMITED

In accepting this booklet, you thereby acknowledge and agree to the stated terms and conditions in the following sections of this booklet. This Consumer Booklet is provided to assist your understanding of the securing of funds from Rapid Loans NZ Limited. It is not intended to imply or warrant that this booklet's contents constitutes a complete explanation, nor is it intended to be a replacement or substitute for the obtaining of independent legal and financial advice.

This booklet should be read in conjunction with the Loan and Security Agreement and Disclosure of Terms, before you sign any documents, including the Loan and Security Agreement, whereby you acknowledge acceptance of this Consumer Booklet and its content.

Other Terms and Conditions

You the borrowers acknowledge the debt to the lender of the initial unpaid balance and agree:

Meaning

The expression "**borrowers**" or "**you**" means the person(s) shown as borrower(s) and as co-borrowers in the disclosure statement and includes your/their executors, administrators and successors in title;

"**Collateral**" means the goods and any other personal property described in the disclosure statement in the box headed "**WHAT COULD HAPPEN IF YOU FAIL TO MEET YOUR COMMITMENTS Security Interest**" "A. Personal Property – Collateral" section and includes an interest in such goods or other personal property;

"**Default**" under this agreement means that you do something you are required not to do or fail to do something you are required to do;

"**Default Fees**" and "**Default interest**" are as listed and described under "Default interest charges and default fees" in the disclosure statement;

"**Financial default**" means that you have failed to pay and still fail to pay an instalment or other amount when due or demanded as the case may be;

"**Land**" includes an interest in land;

"**Land to be mortgaged**" means the land shown in the disclosure statement in the box headed "**WHAT COULD HAPPEN IF YOU FAIL TO MEET YOUR COMMITMENTS**" "B. The Land to be Mortgaged" section;

"**The money secured**" means the unpaid balance;

"**Own**" includes "having an interest in" and "owner" is interpreted accordingly;

"**Person**" includes an organisation as defined in the PPSA;

"**PPSA**" means the Personal Property Securities Act 1999;

“**Working day**” has the meaning ascribed to it in the Credit Contracts and Consumer Finance Act 2003.

Each gender shall include other genders. All obligations on your part are joint and several.

Any expression not described or defined in this agreement shall have the meaning ascribed to it in the PPSA or the Credit Contracts and Consumer Finance Act 2003 unless the context requires otherwise. Unless the context prevents it, the singular shall include the plural and vice versa and one gender includes others.

Power of Attorney and General

- 1 In exchange for the loan of the initial unpaid balance and any other advances and to enable the lender more effectively to obtain the benefits under this agreement, each borrower jointly and severally irrevocably appoints the lender and any one manager or director of the lender severally to be the attorney of each borrower to do anything which the borrowers agree to do under this agreement and, in addition (without limitation to carrying out the obligations of the borrower hereunder), to do anything and to sign any document which the attorney thinks desirable to ensure the lender is paid the money secured and otherwise to protect the interests of the lender. This power is irrevocable shall inure until the money secured has been paid to the lender in full and continues after judgment. The borrowers ratify anything done by an attorney under this power and further indemnify any person acting in reliance upon the power. If the lender assigns the benefit of this agreement the assignee shall have the same rights and powers under this paragraph as does the lender and each of you named as borrower irrevocably appoints the assignee his attorney accordingly.
- 2 Subject to sections 352 to 359 of the Property Law Act 2007, any notice (including a bankruptcy notice), demand (including a statutory demand), letter or other document (“such document”) for service on you shall be deemed to be properly served, in any court proceeding or otherwise, if served in accordance with the wording of Section 38 of the Credit (Repossession) Act 1997 (“CRA”) read as if section 38(1)(b)&(c) contained the words “or work” after the word “abode” and excluding sub-section 38(7). This applies although the CRA may not apply to the collateral and although such document is not one required or authorised under the CRA. In addition, service on you, or any of you, shall be deemed to have been effected if such document is handed to any person in apparent occupation of any address of any of you shown in this agreement, or by attaching such document to an external door at such address. In addition, if your address is a flat or apartment or room in a building and if the lender or its agents are unable to obtain access to such flat, apartment or room by virtue of the security system of the building or for some other reason, then service will be deemed to have been effected on you if such document is posted at an outside letterbox corresponding to such flat, apartment or room. If there is no such letterbox, service will be deemed to have been effected on you if such document is clearly addressed to you and affixed to what appears to be the principal external entry to the building for the purposes of obtaining access to the address provided by you or if such document is given to any building manager or receptionist for the building and directed to be given to you. Further, if any borrower has shown an email address or a facsimile number in his address in this agreement or the disclosure statement, or if the borrower is in default and has a public address, including an internet social media address or an address at any other internet communication system (such as, without limitation, Facebook, Skype or Trademe) that address shall be the information system specified by that borrower for the purpose of service or general communication.
- 3 You shall not be released from your obligations under this agreement or have your liability reduced by any lack of legal capacity or other reason which would result in the agreement not being enforceable against or any moneys not being recoverable from any

other person, nor by virtue of any security becoming all or partly void or unenforceable for any reason whatsoever.

- 4 You must provide the lender with ongoing information and any associated documentation requested by the lender relating to your financial status or to the collateral or to the land to be mortgaged.
- 5 You further promise that:
 - a. there is no information that a reasonable lender in the lender's position would wish to be aware of before granting the loan that the borrower has not disclosed; and
 - b. all information provided by you, or on your behalf, to enable the lender to decide whether or not to lend to you is true and correct, and if you breach this clause 5, the lender may demand payment of the then outstanding balance of the loan and you will pay forthwith on such demand.
- 6 This agreement is governed by New Zealand law and the parties irrevocably submit to the jurisdiction of the New Zealand courts. Should you wish to dispute the lender's rights or powers or any action of the lender in connection with this agreement, you may do so only in the New Zealand courts. This does not limit the lender's rights to enforce this agreement against you or any judgment against you or against your real and personal property in any country where you or that property may be.
- 7 You must make all payments as shown in the PAYMENTS schedule of the disclosure statement when due, without any deduction or withholding for any purpose whether by way of set-off, counter-claim or otherwise, and in such manner as the lender requires. This may mean that you must allow the lender to directly debit your bank account or that you set up automatic payments. If you make any payment(s) which is not in accordance with the schedule of payments in the "PAYMENTS" section of the disclosure statement, the lender may credit the payment(s) in accordance with the schedule. The lender may also accept any part prepayment, but the lender may charge you administrative costs associated with the part prepayment.
- 8 You must pay to the lender forthwith upon demand or when otherwise due: (i) the lender's credit fees shown in the "**CREDIT FEES AND CHARGES**" section of the disclosure statement; and (ii) any early repayment fee provided for in the **FULL PREPAYMENT** section of the disclosure statement and any part repayment fee charged; and (iii) the lender's default fees and default interest shown in the "**WHAT COULD HAPPEN IF YOU FAIL TO MEET YOUR COMMITMENTS** - default interest charges and default fees" section of the disclosure statement; and (iv) all of the lender's costs (which include the lender's own internal administration fees), expenses and any other liabilities not now known to the lender (which include legal expenses on a solicitor and own client and on a full indemnity basis) which may be incurred or suffered by the lender in connection with:
 - a Any variation and release of this security agreement or any financing statement or Land Transfer Act registration in relation to this security agreement not provided for in the disclosure, and the negotiation and grant of any consent or waiver;
 - b Any dispute, negotiation or communication with any other party having or claiming to have any interest (whether registered or not) in any collateral or in the land to be mortgaged;
 - c If you are in default, the transfer of the security interest of any other secured party to the lender or the security interest of the lender to another secured party;
 - e The exercise or enforcement or protection, or the attempted exercise, enforcement or protection, of any right or remedy of the lender under this agreement or what the lender believes to be a right or remedy to which it is entitled, including the conduct of any Court

or tribunal proceedings and any further checks and investigations necessitated by your breach or in pursuance of the enforcement;

- f The lender's doing anything you should have done but you have not done, and you agree that amounts referred to in this clause 8 are, and are deemed to be, contractual damages if they are incurred by you with the lender, or suffered or incurred by the lender as a result of your default hereunder and in any event shall incur default interest until paid in full.
- 9 If you fail to pay one or more instalments in full so that you are in default but otherwise are paying on time, the lender, at its absolute discretion may add the unpaid amount to the loan thus extending the term and varying the final payment or payments. The lender may, but is not bound to, do this more than once.
- 10 If you fail to pay one or more instalments in full so that you are in default, and the lender is unable to contact you regarding the default, the lender may vary the amount or timing of your payments in order to clear the arrears. If the lender chooses to vary your payments, the lender will provide you with a variation disclosure statement within five working days of the changes taking effect advising you of the changes to your payments schedule. You must make all payments as shown in the payments schedule of the variation disclosure statement when due and in such manner as the lender requires. This may mean that you must allow the lender to directly debit your bank account or that you set up automatic payments.
- 11 If you are not in default, and are suffering an unforeseen hardship, such as illness or injury, loss of employment, the end of a relationship or death of a partner or spouse, and as a result of that hardship you can't meet your repayments, and you believe that you would be able to meet your repayments if the contract was changed, you should contact the lender as soon as possible to discuss your situation.
- 12 If any chattels included in the collateral are at risk, as defined in section 109 of the PPSA, if you breach clause 30 of this agreement, if you default in payment of any money for 14 days after it is due, or if you continue any other default for 14 days after the posting of any notice of that default to you, the lender may accelerate repayment of the loan and require you to pay the unpaid balance to the lender forthwith. The lender may call up that money even although the time for payment has not yet been reached.
- 13 **Default Interest.** If you fail to pay any instalment or other amount due (including any amount payable on demand and so demanded, or for which payment has been accelerated on default and demand has been made) on the due date, you shall pay to the lender default interest on that instalment or other money from the due date of such instalment or other amount until actual payment of the instalment or amount. Default interest shall compound monthly.
- 14 Subject to the lender's statutory obligation to disclose and notwithstanding anything else in this agreement, it is your responsibility to ascertain from the lender the amount of any default interest and default fee or credit fees incurred by you from time to time and to pay them.
- 15 To the extent allowed by law, the lender may from time to time without notice, set off against any claim or demand which you may have, any debt owed by you or claim or demand which the lender may have against you.
- 16 The lender may allocate any payment received from you or money which is proceeds of the sale of collateral or the land to be mortgaged against any debt owed by you in any manner and at any time that the lender may decide, notwithstanding any allocation you claim to have made.
- 17 In accordance with section 50 of the Credit Contracts and Consumer Finance Act 1993 you may repay the outstanding balance of your loan in full before it is due. However, you

must also pay the lender the administrative costs arising from the full prepayment or a charge equal to its average administrative costs so arising.

- 18 You must maintain a landline or cellular telephone connection or subscription as the case may be.
- 19 If you change your name, address or your landline or cellular telephone number, you must immediately give the lender written notice of the replacement name, address or landline or cellular telephone number. The lender may write to you at that replacement address or contact you on the replacement landline or cellular telephone number.
- 20 If the lender accepts any payment or banks any cheque, which you have made or forwarded in purported full settlement of the unpaid balance, or in terms suggesting any settlement, the lender will not be deemed by such acceptance or banking to have accepted the terms upon which the payment is made or the cheque is forwarded, unless the lender has, before it receives the payment or cheque, agreed in writing to accept the amount in full settlement.
- 21 No amendment to this agreement shall have any effect unless in writing and approved by a manager of the lender. The lender may exercise all or any right, power or remedy at any time and failure to do so, or delay in doing so, shall not constitute a waiver unless the lender grants it in writing and a continuous breach shall only be waived if the lender specifies in writing that the waiver is continuous. Waiver of one right, power or remedy is not waiver of another.

Security Interest in Collateral and Mortgage of land

- 22 You must store any collateral which is goods at the address shown as that of its owner in or above the disclosure statement, or at the most recent address provided by you under clause 19. You must not allow any collateral goods to be stored elsewhere nor any collateral to be taken out of New Zealand. You must also care for and maintain collateral in good saleable condition and comply with any laws relating to its ownership and use and you must not use it in any dangerous or illegal activity or for any purpose for which it was not intended. You may not use any collateral motor vehicle or motor so that any driver or owner of a collateral motor vehicle receives a written caution under section 129B of the Sentencing Act 2002. The lender may inspect any collateral on giving 24 hours written notice and you shall make such collateral available for inspection at the address that you have provided as the place where the owner lives. The lender need not give notice if the collateral is at risk as defined in s.109 of the PPSA and its employees or agents may enter any place where it believes the goods may be to look for and inspect them. In doing so the lender's employees or agents are your agents.
- 23 You must not do anything or allow anything to happen which may impair or undermine any borrower's ownership of collateral or the lender's security interest in collateral. Further you must not grant any other security interest over collateral, nor allow any lien to be created over it, nor dispose of, nor allow the disposal of collateral by sale or gift or lease or in any other way, nor cause nor allow collateral to be taken out of the possession of the borrower who owns it, nor destroyed, damaged, endangered, disassembled, removed from the place where you are required to keep it, nor concealed from the lender. You must not obtain any personalised registration plate on any collateral motor vehicle nor otherwise alter or remove any collateral serial number unless you first obtain the lender's consent in writing. In any event, if any of these acts or omissions occur, you must immediately advise the lender in writing.
- 24 Any accessions (including replacements and accessories) which are attached to collateral goods shall become part of the collateral. This includes the borrower's interest in any personalised motor vehicle registration plates.

- 25 You must insure or procure the insurance of the collateral which is goods, and of any buildings or improvements on the land to be mortgaged, to their full insurable value (in the case of such buildings or improvements for full replacement value if possible) and keep them insured against fire, accident, theft, flood and storm (and any other risks as the lender may require) both in the names of the lender and in the names of the owners for the lender's and the owners' respective interests. All payments, in the event of an insurance claim, are to be made to the lender. The lender may apply the proceeds in repayment of the unpaid balance even though it, or part of it, has not yet fallen due. You must not do or allow any act or omission which causes the insurance to be invalidated or cancelled or which may cause the insurer to refuse payment. You must provide receipts and an insurance company certificate of the insurance if required by the lender.
- 26 You must not use the land to be mortgaged or the collateral for any criminal purpose including, without limitation, the commission of an offence under the Misuse of Drugs Act 1975 or any replacement Act.
- 27 If you fail to do anything which you must do, or do anything you must not do, the lender may do or pay anything to remedy the default and may add that cost to the unpaid balance, and if you do not pay the cost of such remedy on demand, the lender may charge you default interest.
- 28 You indemnify the lender and will keep it indemnified against any claim from any person relating to the collateral or the land to be mortgaged or the use thereof. If the lender incurs any loss, liability or expense in respect of the collateral or the land to be mortgaged or this agreement as a result of any act or omission of yours, then the amount of such loss, liability or expense, plus goods and services tax if any, shall be payable by you to the lender on demand, and in any event shall become part of the money secured and the lender may charge default interest thereon.
- 29 The lender may assign its right, title and interest in the collateral and in the land to be mortgaged and its right, title and interest in this agreement, or any of them, at any time.
- 30 Subject to paragraph 12 hereof as to acceleration of payment of the unpaid balance, if you default under this agreement, the lender may, without notice save that required by statute, seize the collateral and for such purposes you irrevocably give to the lender the right and licence for its agents, acting as your agents, to enter any premises where the lender may reasonably believe the collateral may be situated (whether or not you are present) or where you are for the purpose of searching for and seizing the collateral. The lender shall not be liable in any way to you or to any third party for any damage or loss which occurs in the process of entry into any premises, or during, or as a result of, the seizure and/or sale of the collateral and you will indemnify the lender against such damage or loss. On seizure, the lender may sell the collateral by auction or otherwise subject to any applicable statutory obligations. You will do every thing necessary to enable the lender to effect (and if applicable to register and otherwise publicly record) the sale, including the signing of all necessary transfers, assignments and other documents. On such sale, the receipt of the lender or its agent will be sufficient discharge to the purchaser for the purchase money and no purchaser shall be bound to investigate the propriety or regularity of any such sale or be affected by any notice, express or constructive, that such sale is improper or irregular. The lender is not obliged to account for the proceeds of sale of the collateral unless and until it has received the proceeds.
- 31 The Consumer Guarantees Act 1993 shall not apply if the money secured is applied in the purchase of property for business purposes.
- 32 The lender shall not be obliged to marshall in your favour or in favour of any other person.
- 33 You waive your right to receive a verification statement following registration of any security interest.

- 34 If you are borrowing money from the lender in order to purchase property over which the lender is to take a security interest, the lender may pay the money directly to the supplier of that property.
- 35 If the borrower makes a demand under section 162 of the PPSA and the lender obtains an order under section 167 of that Act the borrower must pay to the lender all costs, fees, disbursements and other expenses (including legal fees on a solicitor client basis and the internal costs of the lender) incurred by the lender dealing with the demand and obtaining the order and if there is still an unpaid balance of the loan, the money payable may be added to that balance and the borrower will in any event pay default interest on those costs, fees, disbursements and other expenses until they are paid.
- 36 As between the lender and the borrowers, each borrower is deemed to be a principal debtor and waives all defences which might be available to a surety. No waiver, giving of time, indulgence, compromise, failure or delay in exercising remedies, nor the exercise or non exercise of the lender's powers, nor any variation of security or other dealings by the lender with any other borrower, nor any failure to maximise value on realisation of any security, nor the fact that any borrower has had no or limited benefit from the loan of the amount of credit shall release any borrower from any obligation or affect his liability to the lender.

IF YOU HAVE ANY COMPLAINTS ABOUT YOUR LOAN CONTRACT, OR WANT MORE INFORMATION, CONTACT RAPID LOANS. YOU MUST ATTEMPT TO RESOLVE YOUR COMPLAINT WITH RAPID LOANS FIRST. IF YOU HAVE A COMPLAINT WHICH REMAINS UNRESOLVED AFTER SPEAKING TO RAPID LOANS AND MAKING AN APPLICATION, AT NO CHARGE, TO THE RAPID LOANS INTERNAL DISPUTE RESOLUTION SCHEME, YOU CAN CONTACT RAPID LOANS EXTERNAL DISPUTE RESOLUTION SCHEME, OR GET LEGAL ADVICE. EXTERNAL DISPUTE RESOLUTION IS A FREE SERVICE ESTABLISHED TO PROVIDE YOU WITH AN INDEPENDENT MECHANISM TO RESOLVE SPECIFIC COMPLAINTS.

The Internal Dispute Resolution Scheme Manager can be contacted by emailing IDR@rapidloans.co.nz, telephoning 09 555 6199 or 0800 727 436, or writing, addressing your letter to Rapid Loans IDR Manager, Level 31 Vero Centre, 48 Shortland Street, Auckland NZ 1010.

The External Dispute Resolution Scheme can be contacted by writing to The Manager, Dispute Resolution Services Ltd, Freephone: 0508 337 337; Freepost: 231075, P.O. Box 5730, Wellington 6145 or email: enquiries@fdr.org.nz

PLEASE KEEP THIS INFORMATION STATEMENT, AS YOU MAY WANT SOME INFORMATION FROM IT AT A LATER DATE.

PRIVACY PROTECTION POLICY STATEMENT

This Privacy Statement is made on behalf of Rapid Loans NZ Limited and all references to “Rapid Loans NZ”, “we”, “us” or “our” in this statement are references to Rapid Loans NZ Limited (Company Number 3579431).

Please read carefully before signing any documentation.

PROTECTING YOUR INFORMATION IS IMPORTANT

At Rapid Loans NZ, we understand the importance of protecting information that identifies you. This Privacy Statement tells you how and why we collect information when you apply for funding and also how we may use the information.

Rapid Loans NZ requires information from Consumers in order to adequately and responsibly assess a Consumer’s request for funds. Rapid Loans NZ assures Consumers that all information provided by them in association with the facilitation of credit, shall be used by Rapid Loans NZ only for the primary purposes of:

- Assessing whether to grant a loan to the Consumer; and
- The administration associated with the Loan and Security Agreement; and
- In the event of a default, to contact the Consumer, and/or to locate the Consumer and/or to facilitate collection of all outstanding money.

PRIVACY ACT 1993

The Privacy Act 1993 empowers and regulates Rapid Loans NZ in its collection of information about you, both from you and from other sources such as credit reporting agencies, your referees, your bank, past or present employers, any other business organisation that may have information relevant to your application for funds and from any publicly available source of information. The Privacy Act 1993 also regulates the use and storage of such information.

INFORMATION PRIVACY PRINCIPLES

Rapid Loans adopts and endorses the Information Privacy Principles contained in the Privacy Act 1993:

- We collect personal information only as is necessary for our business activities;
- We do not use or disclose personal information for any purpose other than the primary purposes of collection detailed above;
- We do not seek, or keep information as to our Consumer’s political beliefs, religious persuasions, sexual activity and orientation and/or health;
- We undertake all reasonable steps to ensure that the personal information collected, used or disclosed, is accurate, complete and up to date. Consumers are under an obligation to be truthful and correct and to inform Rapid Loans NZ of any changes to information provided, which occur during the Loan and Security Agreement period;
- We take reasonable steps to protect the personal information we hold from misuse, or loss, and from unauthorised access, modification or disclosure. We take reasonable steps to destroy, or permanently de-identify any personal information we no longer require;

- Consumers have continuing access to personal information about them which is held by Rapid Loans NZ. Incorrect or inaccurate information will always be corrected when we become aware that it is incorrect or inaccurate. On request, a Consumer will be provided with access to information held about them;
- Rapid Loans NZ does not adopt any identifier assigned to a Consumer by a Government agency or any other agency;
- Rapid Loans NZ acquires all Consumer information by lawful and fair means and not in an unreasonably intrusive way;
- Rapid Loans NZ does not engage in speculative data collection;
- Rapid Loans NZ does not make its Consumer lists available to third parties;
- Rapid Loans NZ advises Consumers who any information may be provided to and in what circumstances. This is usually limited to Rapid Loans NZ personnel for processing and administration purposes, and to authorised personnel working for credit reporting agencies and for appointed solicitors and/or debt collection agencies, in the event of a default;
- Rapid Loans NZ will always fully cooperate and provide information concerning Consumers, as is required by law.

USE OF PERSONAL INFORMATION

Rapid Loans NZ collects personal credit information only for the following purposes:

- to verify your identity and address for the purposes of complying with the Anti-Money Laundering and Countering Financing of Terrorism Act 2009;
- to assess any application for funds by you;
- to assess your financial circumstances;
- to help us process your application for funds in an efficient manner;
- to avoid the chance you may default on your payment obligations;
- to notify you of a default;
- to notify other credit providers of a default;
- to facilitate the collection of overdue payments; and
- efficiently manage and administer all services we provide to you.

This information can include any information about your credit worthiness, credit standing, credit history or credit capacity, that funds providers and credit reporting agencies are allowed to give to, or receive from, each other under the Privacy Act 1993.

This information is accessed, only as required by Rapid Loans NZ, its employees, professional advisers, contractors and other service providers, to facilitate the above purposes. Rapid Loans NZ will not sell, rent or trade your personal information. We assume that any referral to third parties that you may give us, in order to obtain your personal and other information will have been with the agreement and knowledge of the third parties involved and that you will have made them aware of the purposes and use of such information, prior to our contacting them.

USES AND DISCLOSURE OF INFORMATION

Information Disclosure and Communications under the Unsolicited Electronic Messages Act 2007 Act

You are informed that Section 9 of the Unsolicited Electronic Messages Act 2007 Act provides that Rapid Loans NZ cannot communicate with you via a “commercial electronic message” (email, fax, SMS) without your consent. As you would expect, for speed and convenience, where possible and with your permission, Rapid Loans NZ would prefer to communicate with you using such electronic means. By submitting an application via Rapid Loans NZ’s website, you consent to receiving commercial electronic messages from Rapid Loans NZ. Without your permission, written communications will have to be conveyed by ordinary post.

Information Regarding Contact Details Of Friends Or Relatives (Referees)

This information will only be used for the purpose of enabling Rapid Loans NZ to contact these people regarding your whereabouts if we are unable to contact or locate you. You should advise them if you have given Rapid Loans NZ their contact details and immediately notify us if they do not want to be contacted.

Information Disclosure To Credit Reporting Agencies

You are hereby informed that, in accordance with the terms of the Privacy Act 1993, Rapid Loans NZ as a credit provider, may disclose your credit information to credit reporting agencies (including but not limited to Veda Advantage) for the following purposes:

- To obtain a consumer credit report about you; and/or
- To allow the credit reporting agency to create or maintain a credit information file containing information about you;
- If you default in your payment obligations to Rapid Loans NZ, information about that default may be given to Veda Advantage, and Veda Advantage may give information about your default to other Veda Advantage customers;
- To confirm your identity;
- To provide account and repayment history information to a credit reporting agency.

In order to assess an application for commercial funds, Rapid Loans NZ will need to obtain a report containing information about your commercial activities and/or commercial worthiness, from a business which provides information about the commercial credit worthiness of people.

Information Disclosure To Confirm Your Identity

Information that we disclose to credit reporting agencies for the purpose of confirming your identity may include the provision of your name and/or address and/or date of birth and drivers licence number as you have provided to us. Please note that the provision of your driver licence number is **voluntary** and you can refuse to provide it. However, this may affect our ability to adequately confirm your identity. Such information is provided to credit reporting agencies by Rapid Loans NZ, for a matching process entailing comparison with personal information about you which they already have on their files. If there is no satisfactory match found and/or the level of verification which we must seek, as part of our mandatory credit unsuitability/suitability assessment process, is inadequate we may give you the opportunity to verify your identity by contacting the credit reporting agency yourself, or by alternative means, before we can advance a loan. In these circumstances, if you choose not to attempt to verify your identity by contacting the credit reporting agency yourself, or by alternative means, or your contact with the credit reporting agency is unsuccessful, or we determine that the alternative has failed to provide adequate identity verification, we cannot advance you a loan.

Information Disclosure To Other Organisations

Under the terms of the Privacy Act 1993, Rapid Loans NZ may disclose your personal information to:

- our external service providers and their agents that provide business services to us, on a confidential basis, only for the purpose of our business;
- Financial Dispute Resolution scheme, to which a complaint relating to a particular service we provide to you, can be referred;
- any court or tribunal as may be required by law.

The information disclosed to the above is limited to (if applicable):

- Identity particulars - your name, sex, address (and previous two addresses), date of birth, name of employer and drivers' licence number;
- The fact that you have applied for funds and the amount;
- The fact that Rapid Loans NZ is a current provider of funds to you;
- Payments which are overdue and for which debt collection has been instigated;
- Advice that your payments are no longer overdue in respect of any default that has been listed;
- Information that, in the opinion of Rapid Loans NZ, you have committed a serious infringement (i.e. you have been fraudulent or shown an intention not to comply with your payment obligations);
- Dishonoured cheques - cheques drawn by you for \$100 or more, which have been dishonoured more than once;
- Direct Debit transactions that have been dishonoured;
- That funds provided to you, by Rapid Loans NZ, have been paid or otherwise discharged.

This information may be given before, during or after the term of the provision of funds.

Information Disclosure In The Event Of A Default Of Your Payment Obligations

In the event of any default of the payment conditions entered into in association with Rapid Loans NZ, any information provided by you shall be made available to personnel employed by solicitors and/or debt collection agencies authorised by Rapid Loans NZ in the process of recovery of funds advanced, plus all associated fees and charges (if any) and all legal and administrative costs incurred, following the default.

HOW TO CONTACT US

If you have any questions about this privacy policy, or if you wish to access or correct your personal information, please contact The Privacy Director, Rapid Loans NZ by email: privacy@rapidloans.co.nz or telephone 0800 727 436.