



## SECURED PERSONAL LOAN DISCLOSURE STATEMENT

Contract no: {Text.LoanRef}

Statement date  
{Text.LoanStartDate}

*Initial disclosure statement under section 17 of Credit Contracts and Consumer Finance Act 2003 (CCCFA) for consumer credit contracts other than revolving credit contracts.*

This document consists of two parts: the Disclosure Statement, which sets out the main terms of the loan, and the Terms and Conditions (Version 08/20) attached. Together they are described in this document as **this Agreement**.

In this Agreement **you** are the borrower referred to below and Swoosh Finance Limited is the creditor described as **we** or **us**.

**IMPORTANT**— This document sets out key information about your consumer credit contract. You should read it thoroughly. If you do not understand anything in this document, you should seek independent advice. You should keep this disclosure statement and the Terms and Conditions in a safe place.

The law gives you a limited right to cancel this Agreement (see below for further details). Note that strict time limits apply.

### FULL NAME AND ADDRESS OF BORROWER This is the person borrowing the loan.

We may send notices to you by:

- writing to you at your address; or
- sending an email to the address specified.

Name: {Text.CustomerFirstName} {Text.CustomerLastName}

Address: {Text.CustomerAddress}

Email: {Text.CustomerEmail}

### FULL NAME AND ADDRESS OF CREDITOR This is the person providing you the credit.

You may send notices to us by:

- writing to us at our address; or
- sending an email to the email address specified.

Name: **SWOOSH FINANCE LIMITED**

Trading name (if different): Swoosh Finance

Address: C/ - Oldershaw & Co Ltd, 36 Bridge Street, Ahuriri, Napier 4110

Telephone: 09 8878 611

Email: applications@swooshfinance.co.nz

### CREDIT DETAILS

**Initial Unpaid Balance:** This is the amount you owe as at the date of advance (being the effective date of this statement) (including any fees we have charged).

{Text.AmountOfCredit}      {Text.LoanAmountToCu      Amount to be advanced  
made up of:                    stomer}

#### Loan Payouts:

{List.LoanPayouts}

#### Upfront Fees

{List.UpfrontFees}

**No subsequent advances:** No subsequent advances will be made after the making of the advance referred to above.

**Total advances:** The total of all advances to be made under this Agreement (as at the date of advance) is the Initial Unpaid Balance specified above.

## PAYMENTS

You are required to make each payment of the amount specified and by the time specified.

**Timing of Payments:** payments must be made {Text.LoanPaymentFrequency}, with the first payment due on {Text.LoanFirstRepaymentDate} and the last payment due on {Text.LoanLastRepaymentDate}. This is the term of this Agreement.

**Number of Payments:** you are required to make {Text.LoanRepaymentCount} payments.

**Amount of Each Payment:** the amount of each payment is {Text.LoanFirstRepaymentAmount}, except that the amount of the last payment is {Text.LoanLastRepaymentAmount}.

**Total Amount of Payments:** the aggregate amount of payments which you must make is {Text.LoanTotalToRepay}.

## INTEREST

### Interest Rate

The interest rate for this agreement is called the *Swoosh Secured Rate* and is 48% per annum.

This rate is a fixed interest rate for the term of this Agreement. The *Swoosh Secured Rate* is published on our website <https://swooshfinance.co.nz>.

### Method of charging interest

Interest charges are calculated by multiplying the unpaid balance at the end of the day by a daily interest rate. The daily interest rate is calculated by dividing the *Swoosh Secured Rate* by 365. The daily interest rate is fixed for the term of this Agreement.

Interest is charged to your account on the days set out in clause 3.3 of the attached terms and conditions.

The total amount of the interest charges payable under this Agreement is {Text.LoanTotalInterest}.

## CREDIT FEES AND CHARGES

Name of Fee	Description	Amount	When payable
Establishment Fee	This fee reimburses us for some of our reasonable costs of considering your application, documenting and advancing the loan.	\$200.00	Payable on advance of the loan, by deduction from the loan advance.
Account Fee	This monthly fee reimburses us for some of our reasonable costs in administering the loan account	\$10.00	Debited to the account each month and payable in your regular payments.
Manual Statement Fee	This fee reimburses us for the administration when you request a manual copy of your loan statement.	\$5.00	Payable by you when you make a manual statement request.
Payment Amendment Fee	This fee reimburses us for each payment amendment you request, and we complete. The amendment fee compensates us for the administration necessary to amend your contractual repayments.	\$25.00	This fee is added to the account balance on the day we process the payment amendment.

<b>Third party fees:</b>	These fees are fees we incur from third parties when you enter into a loan with us.	Actual third party costs	Payable on advance of the loan, by deduction from the loan advance.
Asset Check			
PPSR Search & Registration Fees			
Credit Check			

**CONTINUING DISCLOSURE**

We are required by the CCCFA to provide you with regular statements if an amount is still owing under this Agreement. We will provide these statements every month via electronic communication to your email address (specified in the disclosure statement or otherwise advised to us) or otherwise as required by the methods set out in the CCCFA. These statements will give you information about your account.

**SECURITY**

**Description of security interest:**  
 You grant us a security interest (as defined in section 17 of the Personal Property Securities Act 1999) in the Personal Property described below and extending to all proceeds of that Personal Property to secure the payment of all the amounts due and performance of all your obligations under the agreement.

**Personal Property - Motor vehicle:**  
 Owner(s): {Text.CustomerFirstName} {Text.CustomerLastName}  
 {List.Collaterals}

**WHAT COULD HAPPEN IF YOU FAIL TO MEET YOUR COMMITMENTS**

This is secured credit. If you fail to meet your commitments under the contract, we may be entitled to repossess and sell the secured property, which means any Personal Property and/or Land taken as security in connection with this loan. If we sell the secured property and there is a shortfall, you will remain liable to pay us the amount of any shortfall. If you give a security interest over the secured property to another person without our prior written consent, then we can ask you to repay what you owe to us and, if you do not do so, we may be entitled to take possession of and/or sell any/all of the secured property.

**DEFAULT INTEREST AND DEFAULT FEES**

**Default interest**  
 We do not charge default interest in this Agreement.

**Default fees**  
 The following default fees and charges (which are not included in the initial unpaid balance) are, or may become payable by you under, or in connection with, this Agreement:

A Dishonour Fee: a fee of \$40.00 may be payable if a payment scheduled to be paid by you to us is dishonoured or reversed. In this situation your bank may also charge dishonour fees.

B Any costs and expenses (including legal fees on a full indemnity basis and fees and other costs payable to debt collection agencies) incurred by us in seeking to recover moneys owing under this Agreement in the situation where you are in default. Those fees are charged at cost to us.

## FULL PREPAYMENT

If you pay the unpaid balance in full before the final payment is due then you must at the time of payment of the unpaid balance pay to us all interest accrued at the daily rate referred to above up to the date of repayment. No other fees or charges are payable as a result of the early repayment.

## LOAN PURPOSE

This loan is to be used for the following purpose(s): {Text.LoanPurpose}

## RIGHT TO CANCEL

You are entitled to cancel this Agreement by giving notice to us.

### Time limits for cancellation

If the disclosure documents are handed to you directly you must give notice that you intend to cancel within 5 working days after you receive the documents.

If the disclosure documents are sent to you by electronic means (for example, email) you must give notice that you intend to cancel within 7 working days after the electronic communication is sent.

If the documents are mailed to you, you must give the notice within 9 working days after they were posted.

Saturdays, Sundays, and national public holidays are not counted as working days.

### How to cancel

To cancel, you must give us written notice that you intend to cancel this Agreement by—

- giving notice to us or an employee or agent of ours; or
- posting the notice to us or an agent of ours; or
- emailing the notice to our email address specified on the front of this disclosure statement.

You must also return to us any advance received by you under this Agreement.

### What you may have to pay if you cancel

If you cancel this Agreement, we can charge you –

- (a) the amount of any reasonable expenses we have had to pay in connection with this Agreement and its cancellation (including legal fees and fees for credit reports, etc).
- (b) interest for the period from the day you received the advance until the day you repay the advance.

## WHAT TO DO IF YOU SUFFER UNFORESEEN HARDSHIP

If you are unable reasonably to keep up your payments or other obligations because of illness, injury, loss of employment, the end of a relationship, or other reasonable cause, you may apply to us for a hardship variation.

To apply for a hardship variation, you need to:

- (a) make an application in writing; and
- (b) explain your reason(s) for the application; and
- (c) request one of the following:

- an extension of the term of this Agreement (which will reduce the amount of each payment due under this Agreement); or
- a postponement of the dates on which payments are due under this Agreement (specify the period for which you want this to apply); or
- both of the above; and

(d) give the application to us.

Do this as soon as possible. If you leave it for too long, we may not have to consider your application.

## DISPUTE RESOLUTION

We are a member of the following dispute resolution scheme: Financial Dispute Resolution Scheme

There is no charge for you to make a complaint to this independent dispute resolution scheme. This scheme can help you to resolve any disagreements you have with us.

Contact details of dispute resolution scheme:

Phone: 0508 337 337

Website: <http://www.fdrs.org.nz>

Business address: Freepost 231075

PO Box 2272

Wellington 6140

## REGISTRATION ON FINANCIAL SERVICE PROVIDER REGISTER

We are registered as a financial services provider on the Financial Service Providers Register as required under the Financial Service Providers (Registration and Dispute Resolution) Act 2008.

We are registered under our name of Swoosh Finance Limited and have registration number FSP510686.

## SPECIAL CONDITIONS

The following conditions must be met before we advance the loan:

1. You must sign a direct debit authority in the form we require.
2. [            ]

The following conditions must continue to be met over the term of this loan:

## Agreement

By signing this Agreement, you agree to enter into this Agreement on its terms and you confirm

1. You have carefully read this Agreement including the Terms and Conditions. You understand it establishes a legal contract between us as a creditor and you as a borrower. *(If you have any questions, ask before you sign.)*
2. You have signed this Agreement voluntarily without any pressure from any person.
3. All information you have given to the us is accurate and not misleading. You are aware that we are relying on that information in our decision to enter into this transaction.

4. Other than the information in this Agreement, you have not relied on any promise or representation by any person when deciding to enter this transaction.
5. You have each received a copy of this document, the Terms and Conditions and if applicable the Mortgage Deed. Other than any terms that may be implied by law, these documents contain all of the terms of your agreement with us.

We reserve the right to withdraw from this transaction if this Agreement is not signed within 7 days from the statement date on page 1 of this Agreement, or if the advance does not occur within 7 days of that date, or if anything occurs in our opinion makes advancing the loan undesirable.

This loan advance will only be made once all our requirements have been met and all matters relating to this Agreement and the security are met to our satisfaction.

**Borrowers:**

Electronically signed by {Text.CustomerFirstName} {Text.CustomerLastName} to indicate the he/she is legally bound by the contents of this document and consents to electronic disclosure.

**SWOOSH FINANCE LIMITED**

**TERMS AND CONDITIONS (Version 08/20)**

**APPLYING TO LOAN CONTRACTS**

**1. The Documents for your Credit Contract**

1.1 This document contains terms and conditions applicable to the Loan described in the Loan Disclosure document (the **Loan Disclosure**) to which this document is attached. Together they constitute **this Agreement**.

**2. The Loan**

2.1 Subject to the conditions in this Agreement, we will lend you the amount described in the Loan Disclosure as the initial unpaid balance (the **Loan Amount**) shown in the Loan Disclosure. The establishment fee and any other fee specified as being included in the Loan Amount will be deducted by us from the amount paid to you on the date of borrowing.

2.2 We do not have to lend you the Loan Amount shown in the Loan Disclosure or any other amount if:

- (a) you do not provide us with any documents or information required by us; or
- (b) any such documents are false, or such information is not accurate;
- (c) we are not satisfied with a matter related to the property recorded in the 'Security' section of the Loan Disclosure (the **Secured Property**); or
- (d) we cannot verify the accuracy of any such information.

2.3 We may terminate this Agreement if:

- (a) we find out that any document or information provided by you to us is false or inaccurate, in particular if any part of the Loan Amount is to refinance an amount owing by you under a contract with us or with any other credit provider.
- (b) you are in default under this Agreement;
- (c) any information provided by you changes since we obtained it and you fail to give us notice of such change;
- (d) you have not obtained any of the Loan Amount shown in the Loan Disclosure within seven days of the Statement Date shown in the Loan Disclosure.

2.4 You may cancel this Agreement at any time before you have obtained any of the Loan Amount and also as permitted as set out in the section headed "Right to Cancel" in the Loan Disclosure.

2.5 Subject to your rights as set out in the section headed “Right to Cancel” in the Loan Disclosure and subject to any restrictions in the Credit Contracts and Consumer Finance Act 2003, if this Agreement is cancelled by you or terminated by us, you must pay all the amounts shown in the Loan Disclosure as being payable under this Agreement to us including any fees and charges reasonably incurred before such cancellation or termination and whether you have obtained any of the Loan Amount or not.

### **3. Interest Charges**

3.1 You will pay interest charges as shown in the Loan Disclosure from the day you obtain the Loan Amount until the balance on your account with us has been completely repaid.

3.2 Interest charges will be calculated on a daily basis on the unpaid balance by applying the daily percentage rate shown in the Loan Disclosure.

3.3 Interest charges will accrue daily in arrears and are debited to your account:

- (a) each month on the first day of the next month;
- (b) on the day the account balance becomes due following default or termination or otherwise; and
- (c) immediately before we credit to your account a payment that equals or exceeds the account balance.

### **4. Credit Fees and Charges**

4.1 You will pay all the credit fees and charges shown in the Loan Disclosure from the day you obtain the Loan Amount until the balance on your account with us has been completely repaid.

4.2 We will debit these credit fees and charges, including any government charges, to your account.

### **5. Payments**

5.1 You must make the payments shown in the Loan Disclosure, subject to any other payment arrangements or variations agreed between us in writing from time to time. All payments must be made in cleared funds, in full and without deduction or set off and free of any restriction or conditions.

5.2 You are entitled to pay all or part, of the outstanding balance of the Loan Amount at any time on giving us at least 2 working days’ notice.

5.3 If this Agreement is terminated or reaches its term, you must pay us:

- (a) the unpaid balance of the Loan Amount; and
- (b) any other credit fees or other charges or other amounts due and payable under this Agreement, whether debited to your account at that time or not.

5.4 You must make your payments:



- (a) by direct debit from your nominated bank account; or
- (b) in such other manner as we advise you.

5.6 If when you make a payment you do not provide the contract number as shown in the Loan Disclosure as a reference to that payment and you have more than one credit contract with us, we will be entitled to apply the payment to either or both credit contracts as we see fit.

5.7 If your direct debit is dishonoured then:

- (a) that payment will not be considered as made; and
- (b) the dishonour fee as shown in the Loan Disclosure will become due and owing and can be debited to your account from the date that the direct debit was attempted.

5.8 Payments are credited to the account on the day that they are received by us in cleared funds.

5.9 It is your responsibility to ensure that the bank account you nominate for the direct debit is capable of accepting direct debits and you must ensure that account has a sufficient balance available to enable the direct debit to debit the payment. In addition, you must advise us if you wish to change your nominated bank account and also to sign new direct debit authority forms if we request you to do so.

## **6. You must tell us if anything changes**

You must notify us as soon as possible if any of the information provided by you to us in the application form or at any other time changes. Failure to notify us of a material change in information, such as your address, within a reasonable time period may cause you to be in default under clause 7.1(c).

## **7. Default**

7.1 You will be in default under this Agreement if:

- (a) you do not make any of the payments shown in the Loan Disclosure, or such other payments as agreed between us from time to time, on or before the days on which they are due;
- (b) you do not make any other payment required by this Agreement;
- (c) any document or information provided by you in your application form or otherwise is found to be false or inaccurate, or materially changes at any point and you do not provide us with updated information within a reasonable period;
- (d) you or any other person acting on your behalf has acted dishonestly or fraudulently in connection with this Agreement;
- (e) any of the Secured Property becomes subject to a restraining order or a forfeiture order under the Criminal Proceeds (Recovery) Act 2009; or is subject to a freezing order or charging order is issued by a New Zealand Court;

- (f) you become bankrupt;
- (g) you breach any variation of this Agreement as agreed between us or as imposed by a court, tribunal or dispute resolution agency;
- (h) you breach any of terms in clauses 8, 9 or 10 of this Agreement in relation to the any of the Secured Property; or
- (i) if you have entered into a document called a Mortgage Deed with us, you breach any of terms of that deed.

7.2 Subject to any notice requirements at law, if you are in default under this Agreement we may provide you with a notice declaring that you are in default (**Notice of Default**) and we may require that you immediately (or otherwise in accordance with the with a timeframe specified in that notice) pay:

- (a) the unpaid balance of the Loan Amount; and
- (b) any other default fees, credit fees or other charges or other amounts payable under this Agreement whether debited to your account at that time or not,

7.3 At any time after we issue a Notice of Default and subject to any restrictions at law, we can take any of the following actions:

- (a) take a claim for recovery of the amount owing plus interest and all costs as a debt due;
- (b) enter into and/or take possession of any or all of the Secured Property;
- (c) carry out any repairs, maintenance or other works reasonably necessary to prepare the Secured Property for sale; and
- (d) sell the Secured Property;
- (e) appoint a receiver in respect of any or all of the Secured Property;

exercise any other right, power or privilege conferred by any law or this Agreement

7.4 If you are in default under this Agreement, all reasonable enforcement expenses reasonably incurred, including but not limited to those shown in the Disclosure Statement, may become due and payable and may be debited to your account.

7.5 Any cost, expense or outlay incurred by us in order to locate, secure, repair or take possession and prepare for sale of the Secured Property or otherwise enforcing our rights under this Agreement as disclosed in the Disclosure Statement become amounts owed by you under this Agreement.

7.6 You authorise us to execute any document necessary to give effect to any sale of the Secured Property.

7.7 Upon us taking possession of the Secured Property whether as a result of a default under this clause or a voluntary surrender by you, you will give us all documents of title, registration papers, owner's logs and manuals and other documents relevant to the ownership and maintenance of the Secured Property.

## **8. Security Terms - General**

- 8.1 You give us the security interests in the personal property and a mortgage over the real property as set out in the 'Security' section of the Loan Disclosure to secure payment to us of all amounts due to us under this Agreement (including all implied terms) and to secure the performance of your obligations.
- 8.7 If the loan is being used to purchase the Secured Property, you must apply the Loan Amount to the purchase of that Secured Property and we may impose such conditions on the payment or on the application of the Loan Amount as we see necessary to protect our security interest in the Secured Property including the payment any part of the Loan Amount directly to any party that holds a security interest in the Secured Property.
- 8.3 Other than the interests in the Secured Property that we are aware of, you promise us that there is no other party with an interest in the Secured Property.
- 8.4 You must not grant any other security interest or mortgage in the Secured Property
- 8.5 You must not part with possession, destroy, damage, dispose of or allow the disposal by sale or gift or lease of any Secured Property except that you may rent a mortgaged property to a residential tenant within the meaning of the Residential Tenancies Act 1986.
- 8.8 In the event that another party's security interest has priority over our security interest in the Secured Property, we may at our discretion take a transfer or assignment of that interest. On transfer or assignment any money owing under this Agreement is deemed to be owing under that prior security agreement and default under this Agreement shall be deemed to be default under that security agreement.
- 8.10 If default has occurred, then, subject to any notice requirements at law, we are entitled to repossess and sell the Secured Property and if the net proceeds that we receive from a sale of the Secured Property are insufficient to repay the amount owing to us then you will remain indebted to us for the remaining balance after the application of the net sale proceeds to the loan.

## **9. Insurance**

- 9.1 You must insure of the Secured Property which is goods and any buildings or improvements on the Secured Property which is land on a sum-insured or full replacement basis (in the case of such buildings or improvements for a sum-insured amount that is acceptable to us and adjusted annually to account for building cost inflation) and keep that Secured Property insured against damage, fire, accident, theft and all other risks as we may reasonably require ("the Insurance Policy").
- 9.2 You must ensure that we are recorded by the insurance company as an interested party to the Insurance Policy and on request you must provide a certificate of currency of the Insurance Policy, which notes us as an interested party to that policy.
- 9.3 You will notify us immediately of any damage, loss or other event affecting the Secured Property, which gives rise to a claim under the Insurance Policy.

- 9.4 You must not do or allow any act or omission which causes breaches a term of the Insurance Policy or causes it to be invalidated or cancelled. You will not do anything which will breach any term of the Insurance Policy or otherwise allow the insurer to refuse a claim on the Insurance Policy.
- 9.5 You will pay any excess or deductible or similar amount required under the Insurance Policy.
- 9.6 In the event of an insurance claim all payments from the insurance company are to be made to us, unless we otherwise direct.
- 9.7 You authorise us to make, negotiate or settle any claims under the Insurance Policy and to receive any payment made under the Insurance Policy subject to our obligation to account to you for any surplus funds after all monies due and owing under this Consumer Credit Contract have been paid.

## **10. Security – Personal Property**

- 10.1 If any of the Secured Property is personal property, then in addition to the terms in this Agreement, these terms in this clause 11 apply.
- 10.2 You must store any goods that are Secured Property at your address as set out in the Loan Disclosure and you must not allow the Secured Property to be taken out of New Zealand.
- 10.3 You must care for and maintain the Secured Property and comply with any laws relating to its registration, ownership and use.
- 10.4 You must not use it in any dangerous or illegal activity or for any purpose for which it was not intended.
- 10.5 You may not use any motor vehicle that the Secured Property for motor sport activity such as (without limitation) racing, rallying, speed or time trials.
- 10.6 You must not replace your registration plate on any motor vehicle which is Secured Property nor otherwise alter or remove any serial number on any goods that are Secured Property.
- 10.7 Subject to any restrictions at law, we may inspect any Secured Property on giving you 24 hours' written notice and you shall make such Secured Property available for inspection at your address. You authorise us, personally or by agents, to enter upon your premises to inspect the Secured Property. If we consider that the Secured Property is at risk we may, with or without giving you notice, enter any place where we believe any of the Secured Property may be to look for, inspect that Secured Property and if we believe, on reasonable grounds the Secured Property is at risk, repossess the Secured Property.
- 10.8 You must not do anything or allow anything to happen which may impair or undermine your ownership of the Secured Property or our security interest in the Secured Property.
- 10.9 Any accessions (including replacements and accessories) which are attached to the Secured Property shall become part of the Secured Property.

10.10 You waive your right to receive a verification statement following registration of any security on the Personal Property Securities Register.

10.11 You agree that, to the extent permitted by law and in respect of this Agreement:

- (a) this Agreement contracts out of sections 114(1)(a), 133 and 134 of the PPSA;
- (b) you contract out of your rights to:
  - (i) receive a statement of account under section 116 of the PPSA;
  - (ii) receive notice of a proposal to retain collateral under section 120(2) of the PPSA;
  - (iii) object to a proposal to retain collateral under section 121 of the PPSA;
  - (iv) not have goods damaged if we remove an accession under sections 125 and 126 of the PPSA;
  - (v) refuse permission to remove an accession under section 127 of the PPSA;
  - (vi) receive notice of the removal of an accession under section 129 of the PPSA; and
  - (vii) apply to the Court for an order concerning the removal of an accession under section 131 of the PPSA.

10.12 If we do not at any time have priority over all other secured parties in relation to any Secured Property then pursuant to section 107(1) of the PPSA and for the purposes of dealing with that Secured Property you contract out of section 108 to the extent that the words “with priority over all other secured parties” in section 108 will not apply so as to restrict our ability to seize and to sell the collateral. In addition, you irrevocably authorise us to pay any other secured party over whom we do not have priority.

## **11. You grant us a power of attorney**

11.1 Each of you jointly and severally, irrevocably appoints us and any one director of the us severally to be their attorney to do anything which you agree to do in this Agreement and do anything and to sign any document which the attorney thinks desirable to protect our interests under this Agreement.

11.2 Without limiting an attorney’s powers in this clause, an attorney may:

- (a) perfect title in any Secured Property,
- (b) perfect any security interest created under this Agreement; or
- (c) facilitate the realisation of any Secured Property to secure the full benefit of our rights under this Agreement;
- (d) do all things and sign all further instruments that may be required to assure us of valid and binding legal interests in the Secured Property; or

- (e) act on behalf of each of you to notify any insurance company of our interest in any insurance policy deal with any claims, make decisions regarding the insurance on your behalf (if we choose to) and receive any payments from any insurance company.

11.3 This power of attorney will remain until all money secured has been paid to us in full.

11.4 You ratify anything done by an attorney under this clause and further indemnify any person acting in reliance upon the power.

11.5 If we assign the benefit of this Agreement the assignee will have the same rights and powers under this clause as we have and each of you irrevocably appoints the assignee his or her attorney accordingly.

## **12. General Provisions**

12.1 Any provisions of this Agreement which are rendered void or illegal or otherwise unenforceable or which give rise to a penalty, whether civil or otherwise, by law will only be ineffective to the extent required by law and are otherwise effective. All other clauses not affected by such law shall remain as fully effective.

12.2 All notices under this Agreement whether required by law or otherwise may be served or given to you:

- (a) by post to your address provided in the application form and from time to time;
- (b) by email to your email address provided in the application form and from time to time;
- (c) in person whether at your address, our address or any other place; or
- (d) by SMS or other means of electronic communication (and in the case of continuous disclosure statements, if applicable, by posting them to your secure account on our website).

12.3 If we waive our rights under this Agreement from time to time, the waiver will only be for that specific time on those terms only and unless we agree to vary this Agreement and provide notice of such variation in writing.

12.4 You authorise us to rectify any error or mistake in processing your loan application, or calculating any amount under this Agreement and to adjust your account accordingly.

12.5 Whenever your payment schedule changes, we will give you written notice of the changes and of the reviewed schedule as required by law. Your loan statements, and any variation or continuing disclosure statements from us, will be made available to you either by email or by sending you an email and advising that the statement is available with you login into your account from our website at [www.swooshfinance.co.nz](http://www.swooshfinance.co.nz). You consent to receiving statements and notices electronically through the medium of that website.

12.6 Except to the extent provided by law, you cannot set off any amount payable by you to us against any amount payable or claimed as being payable by us to you.

12.7 We may assign our rights under this Agreement to others and you agree that we may disclose documents or information (including personal information about you) at any time to another person for the purposes of such assignments.

12.8 You agree that we may satisfy our obligations to provide continuing disclosure to you (if applicable) under the CCCFA by your logging in to your account, using your secure password, on our website to obtain that

information. By your agreeing to the terms of this Agreement you consent to disclosure of that information to you in that manner.

- 12.9 By signifying your agreement to the terms of this Agreement you acknowledge that you have read the privacy policy contained on our website and agree that we may collect, hold, store, use and disclose personal information about you as set out in that policy.
- 12.10 We will do our best to resolve any dispute or difference between us in an amicable and respectful manner. If you have any complaints or queries then we request that you direct them in the first instance, by telephone, email or by posting, to us at the contact details set out on the front page of the Disclosure Statement. We will address any concerns you have promptly. As set out in the Disclosure Statement we are member of a dispute resolution scheme operated by Financial Dispute Resolution Scheme (FDRS), and if you are not satisfied by our response to your complaint then you have a right to refer the matter to FDRS by emailing [enquiries@fdrs.org.nz](mailto:enquiries@fdrs.org.nz) or calling FDRS on 0508 337 337. More information about the dispute resolution scheme and how one can take advantage of it is available on their website at [www.fdrs.org.nz](http://www.fdrs.org.nz).
- 12.11 If there is more than one of you, your obligations are joint and several.
- 12.12 The law applicable to this Agreement is the law of New Zealand.