

**IMPORTANT**

- This document sets out the 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 a copy of all other documents forming part of your consumer credit contract in a safe place.
- The law gives you a limited right to cancel the consumer credit contract (see below for further details). Note that strict time limits apply.

**FULL NAME AND ADDRESS OF BORROWER**

Name:	Example Customer (" <b>Borrower</b> " or " <b>you</b> ")
Address:	299 Durham Street North, Christchurch Central, Christchurch, 8013 New Zealand
Mobile:	02122222222
Email:	examplemail@examplemail.com

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

Name:	NZ Fintech Limited (" <b>Lender</b> ")	Trading name (if different):	Moola.co.nz
Physical Address:	Level 3/299 Durham Street, Christchurch 8013, New Zealand		
Postal Address:	P.O. Box 36614, Christchurch 8013, New Zealand		
Fax:	+64 3 9281 921	Email:	enquiries@moola.co.nz

You may send notices to the Lender by writing to the Lender at the Lender's postal address, or sending a fax to the number specified (if any), or sending an email to the address specified (if any).

**TERMS AND INTERPRETATION**

If you agree to the terms set out in this document and the Lender accepts your application:

- a loan contract ("**Credit Agreement**" or "**contract**") will be entered into between you and the Lender on the terms set out in this document, the Lender's General Terms and Conditions for Unsecured Loans (01/19) ("**General Terms**"), and the Lender's Privacy Policy (as amended from time to time, incorporated in the General Terms and available at <https://www.moola.co.nz/static/privacypolicy>); and
- you agree to be bound by the terms of this document and the General Terms.

A copy of the General Terms is available at <https://www.moola.co.nz/static/TermsAndConditions>.

Terms not otherwise defined in this document have the meaning given to them in the General Terms.

**CREDIT DETAILS**

**Initial unpaid balance: \$0.00 (nil)**

This is the amount you owe as at the date of this statement (including any fees charged by the Lender).

**Subsequent advances(s): \$1035.31**

This amount will be provided to you by the Lender within five business day after you have signed and returned this document to the Lender.

This amount includes the amount you borrow to cover the following fees:

- Application Fee \$10.31

The Lender will deduct these fees from the total advance. You will only receive the balance remaining ("**Net Advance**"), which will be paid into your bank account as set out under "Net Advance" below.

**Total Advances: \$1035.31**

This is the total amount of all advances made or to be made to you. It is also the credit limit of the Loan.

**Net Advance: \$1025.00**

You authorise the Lender to pay the amount of the Net Advance to your bank account 1111111111111111.

**PAYMENTS**

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

**Timing of payments**

Frequency: Fortnightly	First Payment: 16 Apr 2019	Last Payment: 25 Jun 2019 (" <b>Expiry Date</b> ")
------------------------	----------------------------	--

<b>Number of payments:</b> 6	<b>Amount of each payment:</b> \$244.80 [but \$244.41 for the final payment]	<b>Total amount of payments:</b> \$1468.41
------------------------------	--	--

The Lender will deduct the payments by direct debit or charge your debit card, as set out in the General Terms. The Lender will set up the direct debit or debit card arrangement with your bank.

**INTEREST**

**Daily interest rate:** 0.9000%

**Annual interest rate(s):** 328.50% per annum fixed for the whole term of the contract, being 10 weeks.

**Total Interest charges:** \$425.30

This is the total amount of interest charges payable under the contract.

**Method of charging interest:** Interest charges are calculated by multiplying the unpaid balance at the end of the day by the daily interest rate. Interest is charged to your account, and capitalised, daily.

**CREDIT FEES AND CHARGES**

The credit fee(s) and charge(s) (which are not included in the initial unpaid balance) and that are, or may become, payable under, or in connection with, the contract can be viewed at <https://www.moola.co.nz/static/Fees>.

The General Terms, which are part of your credit contract, may allow the Lender to vary this/these fee(s) and charge(s).

**CONTINUING DISCLOSURE AND COMMUNICATIONS**

You can obtain ongoing information about your account online, by logging onto the Lender's website at [www.moola.co.nz](http://www.moola.co.nz) and viewing your account statement for the relevant period.

You consent to the Lender making any disclosure that may be required by law by electronic means, including:

- by email to your email address specified in this document or to any other email address you notify to the Lender; or
- on a page on the Lender's website at [www.moola.co.nz](http://www.moola.co.nz)

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

**Default interest charges and default fees**

If you default in payment, and while the default continues, you must pay default interest charges. The default interest rate is 328.50% per annum ("**Default Rate**"). The daily default interest rate is 0.9000% (being the Default Rate divided by 365). Default interest charges are calculated by multiplying the amount outstanding at the end of the day by the daily default interest rate. Default interest is charged to your account daily. Any default interest charged to your account is payable immediately, and if not paid itself bears default interest.

In the event of a breach of the contract or on the enforcement of the contract, the default fees (which are not part of the initial unpaid amount) specified at <https://www.moola.co.nz/static/fees> are payable.

The General Terms, which are part of your contract, may allow the Lender to vary these fees and charges.

**Other consequences**

The Lender will register defaults against your name with any collection house or agency.

The Lender may approach your employer to make a wage deduction from your next payment to the extent that it is able to do so by law. Please refer to clause 6 of the General Terms for further information.

The Lender may exercise any of its rights and remedies under the contract. You will be liable to reimburse the Lender for any costs, expenses, and liabilities it incurs in enforcing or attempting to enforce such rights and remedies (including without limitation any debt collection costs).

The Lender may issue court proceedings. If that happens, you will incur the costs associated with that process.

#### PREPAYMENT

You can prepay all or any part of the unpaid balance at any time. There is no charge or fee for prepaying any amount early (but a direct debit fee, debit card charge fee, or manual payment fee as set out at <https://www.moola.co.nz/static/fees> will apply to each payment).

#### RIGHT TO CANCEL

You are entitled to cancel the consumer credit contract by giving notice to the Lender.

**Time limits for cancellation:** You must give notice that you intend to cancel the contract within 7 working days of the date on which this document is electronically disclosed or emailed to you. Saturdays, Sundays, and national public holidays are not counted as working days.

**How to cancel:** To cancel, you must give the Lender written notice that you intend to cancel the contract by:

- giving notice to the Lender or an employee or agent of the Lender; or
- posting the notice to the Lender or an agent of the Lender; or
- emailing the notice to the Lender's email address (if specified on the front of this disclosure statement); or
- sending the notice to the Lender's fax number (if specified on the front of this disclosure statement).

You must also return to the Lender any advance and any other property received by you under the contract.

**What you may have to pay if you cancel:** If you cancel the credit contract, the Lender can charge you:

- a. the amount of any reasonable expenses the Lender had to pay in connection with the contract and its cancellation (including legal fees and fees for credit reports, etc); and
- 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 be able to apply to the Lender 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 the contract (which will reduce the amount of each payment due under the contract); or
  - a postponement of the dates on which payments are due under the contract (specify the period for which you want this to apply); or
  - both of the above; and
- d. give the application to the Lender.

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

#### DISPUTE RESOLUTION

**Name of dispute resolution scheme:** Financial Services Complaints Limited

It is free to make a complaint to this independent dispute resolution scheme. This scheme can help you to resolve any disagreements you have with the Lender.

**Contact details of dispute resolution scheme**

Phone: 0800 347 257 (freephone) or (04) 472 3725

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

Business address: Level 4, 101 Lambton Quay, Wellington 6011

#### REGISTRATION ON FINANCIAL SERVICE PROVIDER REGISTER

Creditor registration name: NZ Fintech Limited

Registration number: 211325

#### BORROWER'S CONFIRMATION AND SIGNATURE

I confirm that I have read and understood this document and the General Terms, and I agree to the terms of this document and the General Terms if the Lender accepts my loan application.



10 Apr 2019

Date

Borrower's Signature

Name of account to be debited: Example Customer

Account details:

1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1
Bank		Branch number				Account number								Suffix		

**AUTHORITY TO ACCEPT DIRECT DEBITS**  
 (Not to operate as an assignment or an agreement)

To the Manager: please print full postal address clearly

Bank	ASB
Branch	Ferrymead
Address	

**AUTHORISATION CODE**

1	2	0	6	4	8	1
---	---	---	---	---	---	---

Date: 10/04/2019

I/We authorise you until further notice in writing to debit my/our account with you with all amounts which

**MOOLA.CO.NZ LIMITED T/A Moola.co.nz**

(hereinafter referred to as the Initiator)

the registered initiator of the above Authorisation Code, may initiate by Direct Debit.

I/We acknowledge and accept that the Bank accepts this authority only upon the conditions listed on this form.

Information to appear in my/our bank statement:

Payer Particulars	Payer Code	Payer Reference
M O O L A		C U S T 1 1 5 8 8 8

Name of Account Example Customer

Authorised Signature(s)



Approved	For Bank Use Only	Date Received: Recorded by: Checked by:	BANK STAMP
2307			
07      12			

Original - Retain at Branch  
 Copy - Forward to Initiator if requested

**CONDITIONS OF THIS AUTHORITY TO ACCEPT DIRECT DEBITS**

**1. The Initiator:**

- (a) Has agreed to give advance notice of the net amount of each Direct Debit and the due date of debiting at least two calendar days (but not more than 2 calendar months) before the date when the Direct Debit will be initiated. This advance notice must be provided in writing including by electronic means and SMS where the Customer has provided prior written consent (including by electronic means including SMS) to communicate electronically.  
 The advance notice will include the following message:  
 "Unless advice to the contrary is received from you by (date\*), the amount of \$..... will be directly debited to your account on (initiating date\*)." \*This date will be at least two (2) days prior to the initiating date to allow for amendment of Direct Debits.  
 This notice will be provided in writing (including by electronic means and SMS where the Customer has provided prior written consent (including by electronic means including SMS) to communicate electronically). If the bank dishonours a direct debit the initiator may send the direct debit again within 6 business days of the dishonour and is not required to give you a second notice of the amount and date of the direct debit.
- (b) May, upon the relationship which gave rise to this authority being terminated, give notice to the Bank that no further Direct Debits are to be initiated under the authority. Upon receipt of such notice the Bank may terminate this authority as to future payments by notice in writing to me/us.
- (c) May, upon receiving written notice (dated after the date of this authority) from a bank to which I/we have transferred my/our bank account, initiate Direct Debits in reliance of that written notice and this authority from the account identified in the written notice.
- (d) May, upon receiving notice amend the amount and/or the date and/or frequency of the direct debit.

**2. The Customer may:**

- (a) At any time, terminate this authority as to future payments by giving written notice of termination to the Bank and to the Initiator.
- (b) Stop payment of any Direct Debit to be initiated under this authority by the Initiator by giving written notice to the Bank prior to the Direct Debit being paid by the Bank.
- (c) Request the Bank to reverse any Direct Debits initiated by the Initiator under this authority by debiting the amount of the Direct Debits back to the Initiator through the Initiator's Bank where the Initiator cannot produce a copy of the authority and/or confirmation to me/us that I/we are reasonably satisfied demonstrate that I/we have authorised my/our bank to accept Direct Debits from the Initiator against my/our account PROVIDED the request is made not more than 9 months from the date when the first Direct Debit was debited to my/our account by the Initiator under the authority.

**3. The Customer acknowledges that:**

- (a) This authority will remain in full force and effect in respect of all Direct Debits passed to my/our account in good faith notwithstanding my/our death, bankruptcy or other revocation of this Instruction until actual notice of such event is received by the Bank.
- (b) In any event this authority is subject to any arrangement now or hereafter existing between me/us and the Bank in relation to my/our account.
- (c) Any dispute as to the correctness or validity of an amount debited to my/our account shall not be the concern of the Bank except in so far as the Direct Debit has not been paid in accordance with this authority. Any other dispute lies between me/us and the Initiator.

- (d) Where the Bank has used reasonable care and skill in acting in accordance with this authority, the Bank accepts no responsibility or liability in respect of: the accuracy of information about Direct Debits on Bank statements; and any variations between notices given by the Initiator and the amounts of Direct Debits.
- (e) The Bank is not responsible for, or under any liability in respect of the Initiator's failure to give notice in accordance with clause 1(a), nor for the non-receipt or late receipt of notice by me/us for any reason whatsoever. In any such situation the dispute lies between me/us and the Initiator.

**4. The Bank may:**

- (a) In its absolute discretion conclusively determine the order of priority of payment by it of any monies pursuant to this or any other authority, cheque or draft properly signed by me/us and given to or drawn on the Bank.
- (b) At any time terminate this authority as to future payments by notice in writing to me/us.
- (c) Charge its current fees for this service in force from time to time.

**Specific conditions relating to notices and disputes:**

1. I may ask my bank to reverse a direct debit up to 120 calendar days after the debit if: I don't receive a written notice of the amount and date of each direct debit from the initiator, I receive a written notice but the amount or the date of debiting is different from the amount or the date specified on the notice.
2. The initiator is required to give you a written notice of the amount and date of each direct debit no less than 2 business days before the date of the debit. For a series of direct debits the initiator is required to give a written notice of the amount and date of each direct debit no less than 2 calendar days before the date of the first direct debit in the series, or before any change to the amount and date previously advised. The notice is to include the dates of the debits, and the amount of each direct debit.
3. If the bank dishonours a direct debit but the initiator sends the direct debit again within 5 business days of the dishonour, the initiator is not required to give you a second notice of the amount and date of the direct debit.
4. If the initiator proposes to change an amount or date of a direct debit specified in the notice, the initiator is required to give you notice: no less than 30 calendar days before the change, or if the initiator's bank agrees, no less than 2 calendar days before the change.

## Employer's Deduction Authority

To:

I, Example Customer

299 Durham Street North  
Christchurch Central  
Christchurch

hereby:

- 1 Give written consent pursuant to section 5 of the Wages Protection Act 1983 for you to deduct from any salary, wages or other moneys owing to me, any amount which may be owing by me to MOOLA.CO.NZ LIMITED; and
- 2 authorise you to pay to MOOLA.CO.NZ LIMITED, upon its written request to , such sum as is owing by me to MOOLA.CO.NZ LIMITED. This authorisation may be withdrawn by me at any time by me giving written notice to my employer; and
- 3 authorise you to release to MOOLA.CO.NZ LIMITED personal information concerning my employment.

Dated this 10 day of April 2019

Signed by: Example Customer



---

## Privacy Waiver

To Whom It May Concern:

I understand that MOOLA.CO.NZ LIMITED ("Moola") requires personal information about me in order to consider my lending application and to administer and recover any loan Moola makes to me.

I authorise all persons, companies and entities to provide Moola with any personal information about me, upon request from Moola. Can you please deliver to Moola any personal information about me that Moola requests. This authorisation extends to details of my employment and income details.

Dated this 10 day of April 2019

Signed by: Example Customer

A handwritten signature in black ink, consisting of a stylized 'g' followed by a flourish.

---