

## PRIVACY WAIVER

Following is the privacy waiver terms and conditions agreed upon when the initial application was made with Direct Cash Orders Limited t/a DCO FINANCE (herein after referred to as DCO FINANCE, or "Creditor", or "Lender"). By signing this credit contract, you are aware of and agree to give this waiver on an ongoing basis as specified.

- 1) **The information provided is true and correct to the best of your knowledge.** You hereby declare that any information provided to DCO FINANCE is true and correct to the best of your knowledge and that this application has been approved on this basis. You acknowledge that this privacy waiver and all supporting documentation remains the property of DCO FINANCE.
  
- 2) **Under limited circumstances, your information may be provided to or requested from third parties.** You irrevocably authorise any person or Company including (but not limited to) Work and Income New Zealand, IRD, Housing New Zealand, any trading bank operating within New Zealand, employer, any finance companies, current or previous Landlords and any credit reporting agencies to provide DCO FINANCE with such information as may be required for credit application and/or credit control purposes. You are also aware that any of the above-named entities may be legally entitled to gain information that you have provided to DCO FINANCE. You understand that if any future application is unsuccessful with DCO FINANCE, your details will be passed where possible to LEAD MARKETS, OVERFLOW or other similar platform to try to find another lender to process your application.
  
- 3) **Credit Agencies are used for enquiry and information upload purposes:**
  - a) You understand that DCO FINANCE is asking you for personal information about you to use CENTRIX's credit reporting or any other NZ credit reporting agency (herein referred to the agencies) to credit check you. You understand that:
    - i. The agencies will give DCO FINANCE information about you for that purpose and DCO FINANCE will give your personal information to the agencies, and that the agencies will hold that information on their systems and use it to provide their credit reporting service.
    - ii. When the agencies other customers use the agencies credit reporting service, the agencies may give the information to those customers.
    - iii. DCO FINANCE may use the agencies credit reporting services in the future for purposes related to the provision of credit to you. This may include using the agencies monitoring services to receive updates if any of the information held about you changes.
    - iv. If you default in your payment obligations to DCO FINANCE, information about that default may be given to the agencies, and the agencies may give information about your default to other agency customers.
  - b) In respect of DCO FINANCE providing a credit facility and undertaking periodic reviews or for the requirements of the Anti-Money Laundering and Countering Financing Terrorism Act 2009, you authorise DCO FINANCE to make credit references and other enquiries within DCO FINANCE's normal procedures. For this purpose, DCO FINANCE may seek from any such source information concerning you.
  - c) You also authorise the collection and disclosure of all information relevant to your accounts including repayment history information from/to any credit reporting agency. Credit reporting agencies may use information disclosed by DCO FINANCE to update their credit reporting database and disclose any information that they hold about you to their own customers as permitted under the Credit Reporting Privacy Code. In addition, DCO FINANCE may use any service provided by our credit reporting agencies to receive updates of the information it holds about you.
  - d) If you are in default under any credit facility from DCO FINANCE, DCO FINANCE is authorised to disclose all relevant information about you, to and for the use by, credit reporting agencies, debt collection agencies and law firms.
  
- 4) **You agree to receive promotional / informative material from us.** In accordance with the Unsolicited Electronic Messages Act 2007 you agree to receive promotional and/or informative material in the form of letters, email or via e-txt (SMS).
  
- 5) **This privacy waiver remains in effect for five years.** You understand that this privacy waiver will remain in effect for the period of five (5) years from the effective date of this statement. You are aware that if all obligations are met you can request in writing for this privacy waiver to be cancelled.

_____	_____	_____
Borrower Name	Borrower Signature	Date
_____	_____	_____
Borrower / Guarantor Name	Borrower / Guarantor Signature	Date

# ACKNOWLEDGEMENT AND AGREEMENT OF GUARANTOR(S) AND BORROWER

(If there is no guarantor, it applies only to the borrower)

- 1. By signing the loan agreement, I become liable for the repayment of the loan agreement in full.** I have been advised that by signing the loan and security agreement I become liable for repayment of the loan in full. **If I am a guarantor I am particularly asked to note this as I will become liable in the same way.** I acknowledge that the borrower and guarantor are both liable to repay the money secured and to carry out the obligations in this deed. **This means the lender may claim the money secured including the total amount payable from one of us or all of us.**
- 2. I am encouraged to seek independent advice before entering into this loan agreement.** I have been advised to obtain independent legal advice as to my obligations and the lender's rights contained herein. I have been asked to take the time to obtain advice. **If I am a guarantor, I am particularly asked to note this advice.**
- 3. I am aware this is a secured loan agreement which could result in this security being repossessed if I fail to meet my obligations.** I understand that my/our motor vehicle and/or household chattels (including replacement items) are being provided as security and if I do not pay, that my/our motor vehicle or household chattels may be seized and sold to pay the debt. **If I am a guarantor, I am also particularly asked to note this.** A security interest may be registered on the personal property security register upon execution of this loan agreement which will be discharged upon full completion.
- 4. I am aware there are terms and conditions governing all loan agreements with DCO FINANCE.** I acknowledge and am aware that I will be asked to grant a very wide power of attorney in favour of the lender which the lender may use to protect its position whether in the event of any default or otherwise and that the lender may use that power to grant further security interests over personal property. **If I am a guarantor, I am also particularly asked to note this.**
- 5. I am aware there is a right to cancel this loan agreement.** I understand there is a right of cancellation as outlined in the statement of right to cancel section included with this disclosure document.

## REVOLVING CREDIT CONTRACT

And

## DISCLOSURE STATEMENT

Loan Number	XXXXXX
Effective date of Statement	XX XX XXXX

### IMPORTANT INFORMATION

The creditor is required to provide you with this disclosure statement under section 17 of the Credit Contracts and Consumer Finance Act 2003. 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 credit contract and disclosure statement in a safe place. This disclosure statement must be provided to you within 5 working days of the day on which the contract is made.

The law gives you a limited right to cancel the consumer credit contract. See the statement of right to cancel below for full details of your right to cancel. **Note that strict time limits apply.**

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

You may send notices to the creditor by: <ul style="list-style-type: none"> <li>• Writing to the creditor at its postal address; or</li> <li>• Sending a fax to the number specified; or</li> <li>• Sending an email to the address specified.</li> </ul>	<b>Name:</b>	Direct Cash Orders Ltd t/a <b>DCO FINANCE</b>
	<b>Physical Address:</b>	<b>Level 1 / 12 Hagley Street Porirua 5022</b>
	<b>Postal Address:</b>	<b>PO Box 11-065 Wellington 6142</b>
	<b>Fax:</b>	<b>04 384-1965</b>
	<b>Email:</b>	<b>info@dcofinance.co.nz</b>

**FULL NAME AND ADDRESS OF DEBTORS.** This is the person responsible for making payments to the creditor.

<b>Borrower</b>	XXXXXXXXXXXXXXXXXXXX XXXXXXXXXXXXXXXXXXXX
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**CONTINUING DISCLOSURE**

Continuing disclosure statements

The creditor may be required to provide you with regular statements **which will be emailed to you** or posted if you do not have an email address recorded on your file. The statements will give you information about your account (eg, any interest or fees charged during the statement period) and the amount and timing of your next payment.

Statements will be sent every end of month.

**INITIAL UNPAID BALANCE.** This is the initial amount you owe as at the date of this statement (including any fees charged by the creditor).

\$XXX.XX made up of:	Loan Payment	\$XXX.XX
	Plus	
	Establishment Fee	\$XXX.XX
	PPSR Registration	\$XXX.XX

**PAYMENTS**

Minimum Payment

You may choose to pay more than the minimum payment.

Ongoing set value of \$XXX.XX

When payments are due:

Payments must be made 28 days after the closing date of your statement.

Statements will be sent every end of month.

The date that payments are due will be specified in your continuing disclosure statements.

Method of Payment: Payment to be made by Automatic Pymt, Direct Credit or Deposits at bank.

**CREDIT DETAILS**

Interest Rate

Current annual interest rate 39.95% fixed for the whole of the contract being from XX XX XXXX.

Daily interest rate: 0.109452054795%

Future Credit Limit: \$XXX.XX

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 annual interest rate by 365. Interest is charged to your account every end of month.

### CREDIT FEES AND CHARGES

The following credit fee(s) and charge(s) (which are not included in the initial unpaid balance) are, or may become, payable under, or in connection with, the contract. Refer also to section headed WHAT COULD HAPPEN IF YOU FAIL TO MEET YOUR COMMITMENTS.

**These fees and charges may be varied with a minimum of TWO MONTHS written notice from the creditor.**

- Account Administration; \$8.00; every end of month.
- Withdrawal Fee; \$50.00 per additional advance made to you.
- Direct Debit Set-up Fee; \$10 each time a direct debit authority is established.
- Direct Debit Amendment Fee; \$10 each time a direct debit authority is amended.

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

#### Security interest

The creditor has an interest in the property listed below to secure performance of your obligations under the contract, or the payment of money payable under the contract, or both. **If you fail to meet your commitments under the contract, then to the extent of the security interest, the creditor may be entitled to repossess and sell this property.** The extent to which your obligations are secured to the property noted below is the unpaid balance of your account.

Household Chattels	XXXXXXXXXXXXXXXXXXXXXXXXXXXX
	XXXXXXXXXXXXXXXXXXXXXXXXXXXX
	XXXXXXXXXXXXXXXXXXXXXXXXXXXX

#### Default interest charges and default fees

You must pay the default interest charges in the event of a default in payment and while the default continues. In the event of a breach of the contract or on the enforcement of the contract, the default fees specified below are payable. Your credit contract may allow the creditor to vary these fees and charges.

Default interest charges are calculated by multiplying the amount in arrears at the end of the day by a daily default interest rate. The daily default interest rate is calculated by dividing the annual default interest rate by 365. Interest is charged to your account every end of month.

**The annual Default interest rate is 10.00%.** This amount is charged ONLY ON THE ARREARS PORTION in addition to normal interest as outlined on Page 3.

**Additional Default fees**      **These fees may be varied with a minimum of TWO MONTHS written notice from the creditor.**

**\$ 10.00**      Default Administration Fee (This fee is charged each month the account is in default to cover the increase in administration including phone calls, SMS, emails and file reviews)

<b>\$ 25.00</b>	Reminder / Default Notice Fee	<b>\$ 25.00</b>	Pre/Post Possession Notice Fee	<b>\$ 25.00</b>	Visit / Repo Warrant Issue Fee
<b>\$ 65.00</b>	Internal Agent Field Visit	<b>\$ 20.00</b>	Trace Fee	<b>\$ 2.50</b>	Payment Reversal Fee

Should the services of an external Company be used, the fee charged will be per their schedule of fees.

### RIGHT TO CANCEL

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

#### 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 documents are emailed or posted to you, you must give notice that you intend to cancel within 9 working days after they were emailed or posted.

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

#### How to cancel

To Cancel, you must give the creditor written notice that you intent to cancel the contract by-

- Giving notice to the creditor or an employee or agent of the creditor; or
- Posting, emailing or faxing the notice to the creditor

You must also, within the same time, return to the creditor any advance received by you under the contract.

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

If you cancel the contract, the creditor can charge you the amount of any reasonable expenses the creditor had to pay in connection with the contract and its cancellation.

- interest for the period from the day you received the advance until the day you repay the advance.
- VEDA searches, PPSR searches, Security inspection fees, Mobile lending fees, PPSR Registration, any referral fees and any other fee paid to third-parties that is not able to be reversed.

### WHAT TO DO IF YOU SUFFER UNFORSEEN HARDSHIP

If you are unable to reasonably 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 creditor for a hardship variation.

To apply for a hardship variation, **you need to seek independent budgeting advice** and :

- a) Make an application to the creditor 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 creditor.

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

### DISPUTE RESOLUTION

Name of dispute resolution scheme: **Financial Dispute Resolution**

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 creditor.

Contact details of dispute resolution scheme:

Phone: **0508 337-337**

Website: [www.fdr.org.nz](http://www.fdr.org.nz)

Business address: **Level 9, 109 Featherston Street Wellington**

### REGISTRATION ON FINANCIAL SERVICE PROVIDER REGISTER

Creditor registration name: **Direct Cash Orders Limited**

Registration Number: **FSP3841**

### TERMS AND CONDITIONS

1. Interest, administration and repayment waiver (if selected) will be charged at the end of each month while a balance remains outstanding.
2. Repayment waiver can be cancelled by either party at any time after the effective date of this agreement with 7 days written notice. Repayment waiver can be opted into at any time by the debtor after the effective date of this agreement with 7 days written notice.
3. If account becomes subject to a repayment waiver claim, the ability to make withdrawals will be cancelled.
4. The minimum withdrawal that can be made (unless facility cancelled) is \$100. A withdrawal fee as specified will be charged to the account upon every withdrawal.
5. Withdrawals will be credited overnight.

6. Withdrawals will be credited to the specified bank account held on file. This cannot be modified without approval and a 3-month bank statement of the new proposed bank account will need to be supplied.
7. At any time, this account can be closed by full repayment of the outstanding balance along with any applicable fees and charges not yet posted. There will be no additional fee or charge for full settlement.
8. Upon this account having a nil or credit balance, it will be deemed closed. Closed accounts cannot be re-opened.
9. To meet requirements under The Responsible Lending Code, a revised budget, 3-month bank statement and proof of address must be supplied to Direct Cash Orders Limited t/a DCO FINANCE at least once every 6 months (or upon circumstance change). Failure to provide information as requested will result in the ability to withdraw being cancelled.
10. Failure to replace any missed or reversed payment within 48 hours may result in the ability to withdraw being cancelled.
11. If any hardship information becomes known, such as Kiwisaver hardship withdrawals or budgeter notifications, the ability to make a withdrawal will be cancelled and negotiations will commence to restructure the agreement if necessary.
12. Should this product be discontinued, the ability to make withdrawals from this account will be cancelled.
13. Direct Cash Orders Limited t/a DCO FINANCE reserves the right to cancel the ability to make withdrawals from this account at any time and for any reason.
14. At any time, the debtor and/or guarantor may request in writing for the credit limit to be lowered or the ability to make withdrawals to be cancelled. Credit limits are not able to be increased.
15. Once the ability to withdraw has been cancelled, it cannot be re-instated for this loan agreement.
16. Please refer to the terms and conditions sheet for additional general terms and conditions relating to all applications and contracts taken out with Direct Cash Orders Limited t/a DCO FINANCE.

## QUICK SUMMARY - Declaration of Understanding

Following is a summary of some of the things discussed within the consumer credit contract. It is by no means an exhaustive list so independent advice is recommended if you do not understand anything contained within this disclosure document.

- I understand all the initial declarations relating to the obligations, terms and conditions being agreed to by signing this credit contract. I am also aware that DCO FINANCE encourages me to take some time, seeking independent advice if necessary, to decide if this credit contract is right for me before signing.
- I know that this is a secured credit contract, A security interest in my motor vehicle and/or household chattels being used as security may be registered and that these items may be repossessed and sold if I do not make the payments.
- Withdrawals** – This account is a revolving credit facility. If a withdrawal is made, a withdrawal fee and minimum withdrawal amount will apply. The facility will be closed upon the balance reaching zero. The ability to make withdrawals may be cancelled by Direct Cash Orders Limited t/a DCO FINANCE at any time if the account falls into default or for any other reason.
- Credit Limit** – There is no penalty for the account being over it's credit limit. Under normal circumstances this will only occur when the loan agreement is established due to the set-up costs involved.
- I know the contact details of DCO FINANCE who is lending me the money and that that by signing this credit contract I become liable for the repayment of it, even if I am a guarantor.
- I understand that the actual interest is accrued daily based on exactly what transactions have occurred and added to the credit contract at the end of each month along with the monthly administration fee. I also know that by making more than the contractual payments the overall payback and time taken to pay the loan will be reduced.
- I know that a statement will be issued every month, upon completion or free of charge upon request.
- I understand what could happen if I fail to meet the contractual payments, in particular:
  - A default administration fee of \$10 and default interest will be charged every month until my loan is brought up to date and other fees and charges may also be incurred,
  - Items used as security could be repossessed and sold,
  - My overall credit rating will be negatively impacted.
- I understand that if any automatic, direct credit or direct debit payment made to this account is reversed by the bank, a payment reversal fee may be charged to this account.
- I am aware of my right to cancel and that I can seek a variation in the event of unforeseen hardship.
- I also know who I can contact if I have a disagreement that I am not able to resolve with DCO FINANCE and I know about the overall company terms and conditions relating to this credit contract.

**Signed as Borrower/ Guarantor**

_____	_____	_____
Borrower Name	Borrower Signature	Date
_____	_____	_____
Borrower / Guarantor Name	Borrower / Guarantor Signature	Date

**Signed on behalf of Creditor or by authorised witness**

_____	_____	_____
Name	Signature	Date