

LOAN AGREEMENT - DISCLOSURE DOCUMENT

Disclosure date: [disclosedate]

IMPORTANT

This document sets out key information about your **loan agreement** with **Money Sweet Spot**. Please take some time to read it thoroughly to make sure that you understand what this means for you.

If you do not understand anything in this document, you can call and ask us, and you should seek independent advice. Keep this document and your **loan agreement** somewhere safe and accessible in case you need to look at it again.

You have a right to cancel your **loan agreement** (this is detailed below) within 7 business days of the date this document is emailed to you. More details on this are included below. Your **loan agreement** includes this **disclosure document** and the **terms and conditions**. Terms defined in the **terms and conditions** have the same meanings where used in this **disclosure document**.

Disclaimer about financial advice

You are protected by responsible lending laws. Because of these protections, the recommendations given to you about our loan products are not regulated financial advice. This means that duties and requirements imposed on people who give financial advice do not apply to these recommendations. This includes a duty to comply with a code of conduct and a requirement to be licensed.

Key information about your loan agreement

Your details	<p> Name: [Full name] Customer's address: [Address] Phone: [Phone] Email: [Email] </p> <p> Name: [Co applicant Full name] Co-applicant's address: [Address] Phone: [Phone] Email: [Email] </p> <p>If more than one of you is named here, you and your means each of you jointly and severally.</p> <p>You consent to receiving your loan agreement and all other documents, notices and communications relating to your loan agreement (including any disclosure that we are required to make under applicable law) electronically and you agree that (subject to applicable legal requirements) we may use any electronic message address specified by you for that purpose.</p>
Our details	<p> Name: Money Sweet Spot Limited Trading name: Money Sweetspot Postal address: C/O KPMG, 18 Viaduct Harbour Avenue, Auckland Central, Auckland 1010 Email: hello@moneysweetspot.co.nz </p> <p>We are the organisation providing you with your loan.</p> <p>You can send notices and communications to us at the postal address or email address above (and we consent to receiving communications from you in electronic form using this email address).</p>
Your loan amount	<p>Your loan amount is «LoanAmount». Where your loan amount has been used to repay your existing lender(s), you must then close those accounts.</p> <p>Your loan amount includes:</p> <ul style="list-style-type: none"> • An amount to refinance your existing debt(s) (as advised to us); and

	<ul style="list-style-type: none"> • An additional amount to be paid to your nominated bank account to complete your financial reset (but only if we have agreed to this in advance); • An establishment fee of \$240 charged by us, which we will apply to cover our costs in connection with establishing your loan. <p>You cannot use any part of your loan amount to pay anyone else or for any other purpose.</p> <p>Your loan amount is the total amount we have agreed to advance under your loan agreement.</p>
When will we advance your loan amount	<p>Your expected loan date is [start date]</p> <p>If our requirements to advance the loan (see clause 2.1 of the terms and conditions) are not met by that date, your loan date will be delayed to the business day on which those requirements are met.</p> <p>You don't owe us any fees or other amounts until your loan date (your total balance is zero at the disclosure date).</p>
The interest rate that applies	<p>Your annual interest rate is [rate]% per annum fixed for your whole loan term.</p>
How interest is charged	<p>Interest charges are calculated on each regular payment date by multiplying your average daily principal balance for the [Weekly/fortnightly/Monthly] period just gone by a [Weekly/fortnightly/Monthly] interest rate. That fortnightly interest rate is calculated by dividing your annual interest rate by the number of fortnightly periods in a year.</p> <p>Accrued but unpaid interest is charged to your account on each regular payment date as part of your regular payment amount. If you do not pay your regular payment amount in full on that regular payment date, the unpaid amount is added to your principal balance on which interest is charged.</p>

Credit fees and charges that may apply	<p>You must pay the following credit fees and charges (which are not included in your loan amount) if they become payable in connection with your loan agreement:</p> <table><tr><th>Credit fee or charge</th><th>Amount</th><th>Description</th></tr><tr><td>Variation fee</td><td>\$100</td><td>Charged on the effective date of the variation where we agree to a variation to your loan agreement that extends your loan term by more than one month (except if the variation is the result of a hardship application).</td></tr></table> <p>(Default fees and charges are detailed below).</p> <p>If you do not pay any credit fee or charge separately when it is charged to your account, the unpaid amount is added to your principal balance.</p> <p>All credit fees and charges may change (but we will only make a change on reasonable grounds and in accordance with applicable law).</p>	Credit fee or charge	Amount	Description	Variation fee	\$100	Charged on the effective date of the variation where we agree to a variation to your loan agreement that extends your loan term by more than one month (except if the variation is the result of a hardship application).		
Credit fee or charge	Amount	Description							
Variation fee	\$100	Charged on the effective date of the variation where we agree to a variation to your loan agreement that extends your loan term by more than one month (except if the variation is the result of a hardship application).							
The term of your loan	Your loan term is [LoanTerm], starting on your loan date .								
The payments you must make	<p>You must pay your regular payment amount on your regular payment dates as follows:</p> <table><tr><th>Regular payment dates</th><th>Number of payments</th><th>Regular payment amount</th><th>Total amount of payments</th></tr><tr><td>Frequency: First payment: [Date] Final payment: [Date]</td><td>[Number of Instalments]</td><td>[Number of regular payments] With one final payment on the final regular payment date of \$</td><td>If you make each regular payment when due, the total of all your regular payment amounts will be \$[totalamount]</td></tr></table>	Regular payment dates	Number of payments	Regular payment amount	Total amount of payments	Frequency: First payment: [Date] Final payment: [Date]	[Number of Instalments]	[Number of regular payments] With one final payment on the final regular payment date of \$	If you make each regular payment when due, the total of all your regular payment amounts will be \$[totalamount]
Regular payment dates	Number of payments	Regular payment amount	Total amount of payments						
Frequency: First payment: [Date] Final payment: [Date]	[Number of Instalments]	[Number of regular payments] With one final payment on the final regular payment date of \$	If you make each regular payment when due, the total of all your regular payment amounts will be \$[totalamount]						

	<table><tr><td></td><td></td><td>This includes accrued interest charges on each regular payment date.</td><td>This includes total interest charges of [\$[totalinterestchargers]</td></tr></table> <p>You must also pay us immediately when due any other amount you owe us under your loan agreement at any time.</p> <p>It is important that you get in touch with us as soon as possible if you are experiencing, or expect to experience, any repayment difficulties. We can then work with you to identify options that may be available to assist you. Our contact details are set out above.</p> <p>Additionally, MoneyTalks is an independent and confidential financial helpline service which is completely free. You find out more at www.MoneyTalks.co.nz.</p>			This includes accrued interest charges on each regular payment date .	This includes total interest charges of [\$[totalinterestchargers]
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How you can make extra payments or pay off your loan early	<p>You can make an extra payment at any time (in addition to the required payments described above), for no additional fee or charge – this is a part prepayment.</p> <p>We will apply any part prepayment first to meet any default fees or charges and overdue payments you owe us at that time, and then to reduce the last payments that you are due to pay under your loan agreement (so a part prepayment will not relieve you from paying your next regular payment amount).</p> <p>You can also pay off your total balance in full at any time, for no additional fee or charge – this is a full prepayment.</p> <p>Making a part prepayment or full prepayment will reduce your total interest charges.</p>				
How you can earn and redeem Money	<p>You can earn Money Sweetspot points by completing points actions, and you can redeem your accrued points for rewards, subject to the Money Sweetspot points terms and conditions provided with this document.</p>				

Sweetspot points	<p>Our up-to-date points actions, earn rates, rewards and redemption rates are available on our website</p> <p>https://www.moneysweetspot.co.nz/usefulinformation at any time.</p> <p>In some circumstances, you may be able to redeem accrued points to reduce your principal balance.</p> <ul style="list-style-type: none">• You cannot earn or redeem points if a hold event (as defined in the Money Sweetspot points terms and conditions) has happened.• You cannot redeem points for cash.• More information about Money Sweetspot points is available in the Money Sweetspot points terms and conditions and on our website https://www.moneysweetspot.co.nz/usefulinformation						
How we will keep you informed	<p>We will provide you with a regular statement giving you information about your account at least once every 6 months.</p>						
Your loan is unsecured	<p>We do not take security over any property or item that belongs to you.</p>						
What could happen if you fail to meet your commitments	<p>Default interest</p> <p>As at the disclosure date, we do not charge default interest. We may introduce a default interest charge (but we will only do so on reasonable grounds and in accordance with applicable law).</p> <p>Default fees and charges</p> <p>You must pay the following default fees and charges if they become payable in connection with your loan agreement after a default event occurs:</p> <table><tr><th>Default fee or charge</th><th>Amount</th><th>Description</th></tr><tr><td>Default fee 30 days overdue</td><td>\$40</td><td>Charged monthly when a payment due under your loan agreement is or remains at least 30</td></tr></table>	Default fee or charge	Amount	Description	Default fee 30 days overdue	\$40	Charged monthly when a payment due under your loan agreement is or remains at least 30
Default fee or charge	Amount	Description					
Default fee 30 days overdue	\$40	Charged monthly when a payment due under your loan agreement is or remains at least 30					

			days overdue on the last business day of a month.
	Default fee	\$80	Charged monthly when a payment due under your loan agreement is or remains at least 90 days overdue on the last business day of a month.
	Formal demand fee	\$75	Charged where we send you a formal demand notice.
	Third-party debt collection fees and legal costs	At cost	On-charged where (acting reasonably) we incur these third-party fees or costs in connection with taking appropriate recovery action.
	Courier fee	At cost	On-charged where (acting reasonably) we send a document to you by courier.
<p>General</p> <p>Accrued but unpaid default fees and charges are charged to your account on each regular payment date for the period just gone.</p> <p>All default fees and charges may change (but we will only make a change on reasonable grounds and in accordance with applicable law).</p>			
Your right to cancel your loan agreement	<p>You are entitled to cancel your loan agreement by giving notice to us.</p> <p>Time limits for cancellation</p> <p>You must give notice that you intend to cancel your loan agreement within 7 business days of the date this loan agreement is emailed to you. Saturdays, Sundays and national public holidays are not counted as business days.</p> <p>How to cancel</p> <p>To cancel, you must give us written notice that you intend to cancel your loan agreement by:</p> <ul style="list-style-type: none"> • Giving the notice to us or one of our employees or agents; • Posting the notice to us or one of our agents; or • Emailing the notice to us. <p>You must also repay us any advance we have made under your loan agreement.</p>		

	<p>What you may have to pay if you cancel</p> <p>If you cancel your loan agreement, we can charge you:</p> <ul style="list-style-type: none"> • The amount of any reasonable expenses we had to pay in connection with the loan agreement and its cancellation (including legal fees and fees for credit reports, etc); and • Interest for the period from the day we made the advance under your loan agreement until the day you repay the advance.
<p>What to do if you suffer unforeseen hardship</p>	<p>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 us for a hardship variation.</p> <p>To apply for a hardship variation, you need to:</p> <p>Make an application in writing;</p> <ul style="list-style-type: none"> • Explain your reason(s) for the application. <p>Request one of the following:</p> <ul style="list-style-type: none"> • An extension to your loan term (which will reduce the amount of each payment due under your loan agreement); or • A postponement of the dates on which payments are due under your loan agreement (specify the period for which you want this to apply); or • both of the above; and give the application to us. <p>Do this as soon as possible. If you leave it for too long, we may not have to consider your application (for instance, if you have been in default for 2 months or more).</p>
<p>Our complaints process and dispute resolution scheme</p>	<p>Please contact us (using our contact details set out above) if you have a complaint. We aim to respond to complaints within 20 business days.</p> <p>If we do not resolve any situation to your satisfaction, you are welcome to contact our external dispute resolution scheme:</p> <p>Name: Financial Disputes Resolution Service</p> <p>Address:</p> <p>Freepost 231075 PO Box 2272 Wellington 6140</p>

	Phone: 0508 337 337 Email: enquiries@fdrs.org.nz Website: fdrs.org.nz
Our Financial Service Providers Register details	Registration name: Money Sweet Spot Limited Registration number: FSP1003293

By signing below, you agree to the terms of your loan agreement, which includes this disclosure document and the terms and conditions:

Borrower name [Full name]

Borrower /
signature

Date

Borrower name [Full name]

Borrower
signature

Date

LOAN AGREEMENT - TERMS AND CONDITIONS

1 Definitions

1.1 In your **loan agreement**:

account means the account with us in your name that records all transactions relating to your **loan agreement**.

annual interest rate means the annual interest rate specified in your **disclosure document**.

business day has the meaning given to the term 'working day' in the CCCFA.

CCCFA means the Credit Contracts and Consumer Finance Act 2003.

default event means each event specified in clause 10.

default interest rate means the default interest rate (if any) specified in your **disclosure document**, as amended (if applicable) in accordance with these **terms and conditions**.

disclosure date means the disclosure date specified in your **disclosure document**. This is the effective date of your **disclosure document**.

disclosure document means the disclosure document provided to you that sets out key information about your **loan agreement**.

loan agreement means your **disclosure document** and these **terms and conditions**.

loan amount means the loan amount specified in your **disclosure document**, as amended (if applicable) in accordance with these **terms and conditions**.

loan date means the loan date specified in your **disclosure document**, as amended (if applicable) in accordance with these **terms and conditions**.

loan term means the loan term specified in your **disclosure document**, as amended (if applicable) in accordance with these **terms and conditions**.

Money Sweetspot (and **us**, **we** and **our**) means Money Sweet Spot Limited, and our successors and assignees.

principal balance means, at any time, all outstanding and unpaid principal amounts charged to your **account** or owing under your **loan agreement**.

regular payment amount means the regular payment amount specified in your **disclosure document**, as amended (if applicable) in accordance with these **terms and conditions**.

regular payment date means each regular payment date specified in your **disclosure document**, as amended (if applicable) in accordance with these **terms and conditions**.

terms and conditions means this document.

total balance means, at any time, your **principal balance** plus all interest charges, default interest charges, costs, expenses and other amounts accrued or incurred in accordance with your **loan agreement** and unpaid at that time.

you and **your** means each person whose name appears next to 'Your details' in the **disclosure document**, and your executors, administrators, successors and permitted assignees. If there is more than one of you, **you and your** means each of you jointly and severally.

References to law or legislation include statutes, regulations and legislative instruments are also references to that law or legislation as amended, re-enacted or replaced from time to time.

Words that are in the singular also carry the plural meaning and vice versa.

References to any agreement or document (including a reference to your **loan agreement**) are to the agreement or document as amended, varied, supplemented, novated or replaced.

Words such as 'include' and 'including' must be read without limitation.

Your **disclosure document** prevails over these **terms and conditions** in the event of any inconsistency.

2 Availability of the loan

2.1 We will advance your **loan amount** on your **loan date** as explained in your **disclosure document**, provided that:

- a. we have received all documentation or information that we have reasonably requested and each such document or information is satisfactory to us (acting reasonably); and

b. we are satisfied (acting reasonably) that no **default event** or regulatory compliance issue has occurred or is likely to occur when we do so.

2.2 You authorise us to pay or apply your **loan amount** (less any fees or charges comprised in the **loan amount**):

- a. to refinance your existing debt(s) with your existing lender(s) (as advised to us);
- b. (if applicable) to pay an amount to your nominated bank account to complete your financial reset; and/or
- c. otherwise as agreed.

2.3 You authorise us to pay or apply any fees or charges comprised in the **loan amount** to the person or entity charging those fees or charges.

2.4 You may not re-borrow any amounts that have been repaid under your **loan agreement**.

3 Interest and credit fees

3.1 The way that interest is calculated and charged to your **account** is explained in your **disclosure document**.

3.2 Your **annual interest rate** is a fixed rate. That means that we cannot change your **annual interest rate** at any time.

3.3 Your **disclosure document** also explains the credit fees and charges that may apply, and when these are charged to your **account**.

3.4 We can change the amount, frequency, time for payment or method of calculation of any credit fees or charges or introduce new credit fees or charges, but we will only do so on reasonable grounds and in accordance with applicable law. If we do so, we will notify you as required by law.

4 Required payments

4.1 Your **disclosure document** describes each amount you are required to pay and when.

4.2 If a relevant change happens in accordance with your **loan agreement** after your **disclosure date** (including if you make a prepayment or if we agree to a change to your **loan amount**, **loan date**, **loan term**, or **principal balance**), we can then change your **regular payment**

amount and/or your **regular payment dates** to reflect your updated obligations. If this happens, we will notify you as required by law.

- 4.3 Without limiting the obligations described above, you must pay the **total balance** on or before the end of your **loan term**.
- 4.4 All payments received or made to your **account** will be applied by us to meet any default fees or charges and overdue payments before being applied to reduce your remaining **total balance**.
- 4.5 You must ensure that your **account** does not have a credit balance. We may decline to accept any payment that would result in your **account** having a credit balance.

5 Prepayments

- 5.1 Your **disclosure document** also explains your right to prepay your **total balance** in full or in part.

6 Methods of payment

- 6.1 Each payment you make under your **loan agreement** must be made:
 - a. by no later than 4.00pm on the due date for payment, if that date is a business day; or
 - b. by no later than 4.00pm on the business day immediately after the due date for payment, if that date is not a business day.

(If you make a payment on a day that is not a business day, or after 4.00pm on a business day, that payment is treated as having been made on the next business day).

- 6.2 We may (acting reasonably) require you to pay us by direct debit or any other method. You must have sufficient available funds to cover the amount of each payment, to ensure that the payment can be completed and to avoid being charged any overdraft, dishonour or other fees by your bank or other account provider.
- 6.3 Subject to applicable law, you must make all payments to us when due:
 - a. in New Zealand dollars;
 - b. in full and in cleared funds, free of any restriction or condition; and
 - c. free of any deduction, withholding, set-off or counterclaim.

7 Regular statements

- 7.1 Your **disclosure document** describes the regular statements that we will provide to keep you informed about your **account**.

8 Your undertakings

- 8.1 You undertake to:
- a. update us immediately if any of your contact details change;
 - b. let us know immediately about any **default event**; and
 - c. give us any other information about yourself or your circumstances that we reasonably request at any time in connection with your **loan agreement**. That includes any information to manage our regulatory compliance obligations.

9 Joint borrowers

- 9.1 If you are a joint borrower, you agree that (subject to applicable law) we can rely on instructions in relation to your **account** from either one of you individually (without any further enquiry or verification from the other borrower). Each of you is bound by instructions given to us by the other borrower. However, we may (acting reasonably) decline to act if we receive contradictory communications from you.

10 Default events

- 10.1 A **default event** means that any of the following events happens:
- a. you do not make a payment when due under your **loan agreement**, unless the non-payment is caused solely by the failure of a payment system which is beyond your control and we receive payment within 2 business days of its due date;
 - b. information provided by or on behalf of you to us was untrue, inaccurate, or misleading in a material respect or you have engaged in dishonest or fraudulent conduct in connection with any application to us or agreement you have with us;
 - c. you breach your **loan agreement** in any other material respect, and fail to remedy that breach within 10 business days of a notice from us asking you to do so;
 - d. any material provision of your **loan agreement** is not legally effective against you;

- e. you die or are deemed unable to pay your debts under applicable law or you commit an act of bankruptcy as defined in the Insolvency Act 2006; and/or
- f. a default event (however described) happens under any other agreement you have with us.

10.2 If a **default event** occurs, we can (having regard to the nature and materiality of the **default event** that has occurred) but without any obligation to do so:

- a. require immediate payment of all or part of your **total balance** (and you must immediately pay us the amount required when you receive notice from us);
- b. charge default interest and default fees and charges in accordance with your **loan agreement**; and/or
- c. exercise any other rights available to us (which may include taking appropriate recovery action including appointing a debt collection agency or suing you for recovery of the **total balance**). If you are a joint borrower, we can take action against you without taking action against the other borrower.

11 Default interest and default fees

- 11.1 The way in which default interest is calculated and charged to your **account** is explained in your **disclosure document** (if applicable).
- 11.2 We can introduce a default interest charge or change your **default interest rate** (or how it is calculated or charged) at any time, but we will only do so on reasonable grounds and in accordance with applicable law. If we do, we will notify you as required by law.
- 11.3 Your **disclosure document** also explains the default fees and charges that may apply, and when these are charged to your **account**.
- 11.4 We can change the amount, frequency, time for payment or method of calculation of any default fees or charges or introduce new default fees or charges, but we will only do so on reasonable grounds and in accordance with applicable law. If we do, we will notify you as required by law.

12 Amendments and waivers

- 12.1 Except as expressly permitted elsewhere in your **loan agreement**, we will not at any time (without your prior agreement) change any term of your **loan agreement**.

- 12.2 We will give you notice of any change as required by law.
- 12.3 A waiver of any provision of your **loan agreement** is effective only if given in writing, and then only to the extent expressly stated.

13 Notices and communications

- 13.1 Unless otherwise specified and subject to applicable law, all notices or other communications from us to you, or from you to us, must be:
- a. in writing (which may be in electronic form);
 - b. delivered, forwarded or sent by personal delivery, post or electronic message; and
 - c. deemed to have been received by the addressee:
 - i. if served personally, at the time of service;
 - ii. if sent by post, on the fourth business day after being posted, using the details specified in your **disclosure document** or otherwise given by the addressee, by prepaid postage; or
 - iii. if sent by electronic message, on the business day after being sent.
- 13.2 Nothing in clause 13.1 above limits the time at which any disclosure is treated as having been made under and for the purposes of the CCCFA. For instance, under the CCCFA, disclosure may be treated as having been made when a disclosure statement is sent.
- 13.3 You consent to receiving:
- a. all notices, documents and communications relating to your **loan agreement** (including any disclosure that we are required to make under applicable law) electronically and you agree that (subject to applicable law) we may use any electronic message address specified by you for that purpose; and
 - b. your statements via a secure website that allows you to access your statements when we notify you that they are available or that allows you to access the relevant information at all reasonable times for any reasonable statement period you select.

- 13.4 We consent to receiving all notices, documents and communications relating to your **loan agreement** electronically and we agree that you may use the electronic message address specified by us in your **disclosure document** (or otherwise given by us) for that purpose.

14 Severability

- 14.1 The illegality, invalidity or unenforceability of any provision in your **loan agreement** will not affect the legality, validity or enforceability of another provision.

15 Privity

- 15.1 We can enforce our rights under your **loan agreement** even if we have not signed it.

16 Assignment

- 16.1 You may not assign or transfer to anyone else any of your rights or obligations under your **loan agreement**, without our prior written consent (not to be unreasonably withheld).
- 16.2 Subject to applicable law, you agree that we may (acting reasonably) at any time assign or transfer our rights and/or obligations (in whole or in part) under your **loan agreement** without your further consent, including in connection with our funding arrangements and for other reasonable commercial purposes, or as part of our recovery arrangements if a **default event** has occurred. We do not have to let you know (unless required by the CCCFA or any other applicable law).

17 Governing law

- 17.1 Your **loan agreement** is governed by New Zealand law.

MONEY SWEET SPOT POINTS - TERMS AND CONDITIONS

These **terms and conditions** apply when you enter into a loan agreement with Money Sweetspot and accept these **terms and conditions**.

You can earn and redeem **points** in accordance with these **terms and conditions**, but you are under no obligation to complete **points actions** or redeem **points** at any time.

1 Definitions

1.1 In these **terms and conditions**:

accrued means, in relation to **points** at any time, **points** that you have earned but not redeemed at that time.

default event means that any of the following events happens:

- a. we require immediate payment of all or part of your total balance under (and in accordance with) any loan agreement you have with Money Sweetspot;
- b. you breach these **terms and conditions** in any material respect, or do not abide by the conditions or limitations specified on our website <https://www.moneysweetspot.co.nz/usefulinformation> at any time in relation to **points**, and fail to remedy that breach within 10 business days of a notice from us asking you to do so; or
- c. information provided by or on behalf of you in connection with **points** was untrue, inaccurate, or misleading in a material respect or you act fraudulently or dishonestly in connection with **points**.

earn rate means, in relation to a **points action** at any time, the applicable earn rate specified on our website <https://www.moneysweetspot.co.nz/usefulinformation> at that time, as amended (if applicable) in accordance with these **terms and conditions**.

hold event means a **default event** and, at any time, any other hold event specified on our website <https://www.moneysweetspot.co.nz/usefulinformation> at that time, as amended (if applicable) in accordance with these **terms and conditions**.

Money Sweetspot (and **us**, **we** and **our**) means Money Sweet Spot Limited, and our successors and assignees.

points means Money Sweetspot points that you earn in accordance with these **terms and conditions**.

points action means, at any time, each points action specified on our website <https://www.moneysweetspot.co.nz/usefulinformation> at that time, as amended (if applicable) in accordance with these **terms and conditions**.

points limit means, in relation to **points** at any time, any points limit specified on our website <https://www.moneysweetspot.co.nz/usefulinformation> at that time, as amended (if applicable) in accordance with these **terms and conditions**.

redemption rate means, in relation to **points** and any **reward** at any time, the redemption rate specified on our website <https://www.moneysweetspot.co.nz/usefulinformation> at that time, as amended (if applicable) in accordance with these **terms and conditions**.

reward means, at any time, each reward that is available for redeemed **points** as specified on our website <https://www.moneysweetspot.co.nz/usefulinformation> at that time, as amended (if applicable) in accordance with these **terms and conditions**.

terms and conditions means this document.

you and **your** means each person who has entered into a loan agreement with Money Sweetspot and accepted these **terms and conditions**, and your executors, administrators, successors and permitted assignees.

References to law or legislation include statutes, regulations and legislative instruments are also references to that law or legislation as amended, re-enacted or replaced from time to time.

Words that are in the singular also carry the plural meaning and vice versa.

References to any agreement or document (including a reference to these **terms and conditions**) are to the agreement or document as amended, varied, supplemented, novated or replaced.

Words such as 'include' and 'including' must be read without limitation.

2 Earning Money Sweetspot points

- 2.1 Whenever you complete a **points action**, you earn **points** according to the applicable **earn rate** for that **points action** at that time, provided that no **hold event** has occurred. The process for updating your **points balance** will be specified on our website <https://www.moneysweetspot.co.nz/usefulinformation> from time to time or in our communications to you.
- 2.2 We may (acting reasonably) request confirmation or documentation (from you or a third party) to verify that any **points action** has been completed or that no **hold event** has occurred.
- 2.3 You cannot purchase **points** – you can only earn them through completing **points actions**.
- 2.4 Conditions or limits may apply to some **points actions**, and **points** can only be earned or **accrued** up to any applicable **points limit** at any time.
- 2.5 **Points** have no cash or monetary value.

3 Redeeming Money Sweetspot points

- 3.1 You can redeem your **accrued points** for **rewards** according to the applicable **redemption rate** at the time of redemption, provided that no **hold event** has occurred. The process for

redemption will be specified on our website

<https://www.moneysweetspot.co.nz/usefulinformation> from time to time or in our communications to you.

3.2 Conditions or limits may apply to some **rewards**.

3.3 You cannot redeem **points** for cash or money.

3.4 **Points** are not transferable to any other person.

4 Regular statements

4.1 We will provide you with information about **points** you have earned and redeemed (including the balance of **points** you have **accrued**) on our website

<https://www.moneysweetspot.co.nz/usefulinformation> from time to time or in our communications to you.

5 Expiry, cancellation, and review of Money Sweetspot points

5.1 **Points** do not expire until the total balance under each loan agreement you have with Money Sweetspot is paid off in full.

5.2 If a **default event** occurs, we can (having regard to the nature and materiality of the **default event** that has occurred), but without any obligation to do so, cancel the balance of **points** you have **accrued** and your right to earn further **points**.

5.3 At any time, you may choose not to redeem **points** and you may, by giving us notice, cancel your **points balance**.

5.4 We may at any time review how you have earned and redeemed **points** and we may reverse or adjust your **points** transactions if you have engaged in dishonest or fraudulent conduct.

6 Changes

6.1 We can, at any time, change any **earn rate**, any **points limit**, any **points action** (including removing a **points action** or introducing a new **points action**), any **redemption rate**, any **rewards** (including removing a **reward** or introducing a new **reward**) and/or any **hold event**, but we will only do so on reasonable grounds and in accordance with applicable law. If we do, we will update the relevant information on our website <https://www.moneysweetspot.co.nz/usefulinformation>.

6.2 Except as expressly permitted above, we will not at any time (without your prior agreement) change any term of these **terms and conditions**.

7 Waivers

7.1 A waiver of any provision of these **terms and conditions** is effective only if given in writing, and then only to the extent expressly stated.

8 Notices and communications

- 8.1 Unless otherwise specified and subject to applicable law, all notices or other communications from us to you, or from you to us, must be:
- a. in writing (which may be in electronic form);
 - b. delivered, forwarded or sent by personal delivery, post or electronic message; and
 - c. deemed to have been received by the addressee:
 - if served personally, at the time of service;
 - if sent by post, on the fourth business day after being posted, using the details given by the addressee, by prepaid postage; or
 - if sent by electronic message, on the business day after being sent, using the details given by the addressee.
- 8.2 You and we consent to receiving all notices, documents and communications relating to these **terms and conditions** electronically.

9 Severability

- 9.1 The illegality, invalidity or unenforceability of any provision in these **terms and conditions** will not affect the legality, validity or enforceability of another provision.

10 Privity

- 10.1 We can enforce our rights under these **terms and conditions** even if we have not signed them.

11 Assignment

- 11.1 You may not assign or transfer to anyone else any of your rights or obligations under these **terms and conditions**, without our prior written consent (not to be unreasonably withheld).
- 11.2 Subject to applicable law, you agree that we may (acting reasonably) at any time assign or transfer our rights and/or obligations (in whole or in part) under these **terms and conditions** without your further consent, including in connection with our funding arrangements and for other reasonable commercial purposes. We do not have to let you know (unless required by any applicable law).

12 Governing law

- 12.1 These **terms and conditions** are governed by New Zealand law.