

NeedMoneyNow.co.nz

Owned by Zebra Finance Limited

CREDIT AGREEMENT (Incorporating Disclosure Statement and Wage Deduction Authority)

Borrower

Mobile: 0211111111
Email: test@example.com
Name: Nathan from Need Money Now
Address: 134 New Zealand Street
Bank account: 11-9009-0735178-50

Lender

Name: Zebra Finance Limited
Trading name: Need Money Now
Address: 18 Leslie Hills Drive, Riccarton,
Christchurch, New Zealand
Phone: 0800 4 ZEBRA
Email: loans@zebraloans.co.nz

IMPORTANT - The Lender is required to provide you with a disclosure statement under section 17 of the Credit Contracts and Consumer Finance Act 2003 and the disclosure details are provided below. 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 information and a copy of your consumer credit contract in a safe place.

1. General Terms and Interpretation

1.1. By accepting this Credit Agreement the Borrower agrees to be bound by the terms of this agreement and the general terms and conditions (the "General Terms") . These terms can be found on our website at www.zebraloans.co.nz under heading General Terms.

2. Loan Details

2.1 Total amount of Loan: \$ 1227
The above amount is made up of:
Net Advance: \$ 800
Application Fee: \$25.00
Total interest charges per day (see clause 2.5): \$ 372
Direct debit fees (see clause 3.1): \$ 30

The initial unpaid balance is the amount of the Loan set out above. The credit limit under this Credit Agreement and the total of advances made or to be made under this Credit Agreement is the same as the initial unpaid balance above. The total interest charges above are the total interest charges payable under this Credit Agreement provided the Loan is paid on the Expiry Date. The Borrower only receives the Net Advance described above.

2.2 Expiry Date
(if repayment not demanded) 30 December 2018

2.3 Repayment

The Loan shall be repaid in full immediately upon demand by the Lender or, if no demand is made, immediately on the Expiry Date, together with all accrued interest to the date of repayment. If repayment instalments are listed below and the Lender has not made demand, the Loan and applicable interest shall be paid on the relevant instalment date.

The current repayment schedule (if repayment of the Loan is not demanded earlier by the Lender), including interest and the frequency of the required interest payments, as at the date of this Credit Agreement is as follows:

First payment amount: \$ 204
First payment date 20/06/2018
Total number of paydays that a deduction from us will be made: 6

Total repayment amount: \$ 1227

Unless agreed otherwise, all Loan repayments must be made by direct debit. The Lender will set up the direct debit arrangements with the Borrower's Bank. If the Borrower makes an early repayment the interest amount and direct debit fees will be reduced accordingly. There is no penalty for early repayment.

2.4 Lender's Bank Account details

12-3240-0183356-00 Zebra Finance Limited

2.5 Interest Rate and Method of Calculation

Short-term loans: Fixed at 1.50% per day. The annual interest rate is 547.50% per annum. Interest is calculated by multiplying the amount of the unpaid balance of the credit limit under this Credit Agreement by the daily Interest Rate for the relevant number of days, and accrues in accordance with the General Terms.

2.6 Adjustments to payment dates.

We always seek to align your Payment Dates with the dates that your salary or wages are credited to your bank account. If we become aware that the Payment Dates provided above differ from the dates that your salary or wages are actually credited to your bank account, then we reserve the right, and you expressly authorise us, to adjust the payment dates accordingly (including bringing forward a payment date or dates where you are paid on an earlier date or dates). You will be notified of any changes to the Payment Dates before the change takes effect.

2.7 Amendments to amounts due

If we are required to adjust the Payment Dates of Your Loan as provided by clause 2.6 above, then we reserve the right, and you expressly authorise us, to adjust the amounts due based on the new payment schedule and applicable interest rate and fees payable. You will be notified of any changes to the amounts before the change takes effect.

3 Credit Fees and Charges and Default Interest Charges and Default Fees

3.1 The following credit fee(s) and charge(s) (which are not included in the initial unpaid balance) are, or may become, payable by the Borrower under, or in connection with, the Credit Agreement.

\$20 Default fee

\$50 Debt collection fee

\$15 Wage Deduction Fee

\$5 Direct debit cancellation fee

The current repayment schedule (if repayment of the Loan is not demanded earlier by the Lender), including interest and the frequency of the required interest payments, as at the date of this Credit Agreement is as follows:

3.2 In the event of a default in payment, and while the default continues, interest on the amount in default will be capitalised each day the default continues and form part of the Loan. The amount that is capitalised will bear interest at 1.5% per day. The Borrower may repay the capitalised amount in accordance with clause 2.3. In the event of a breach of this Credit Agreement or on the enforcement of this Credit Agreement, the default fees specified below are also payable by the Borrower immediately after the default occurs.

3.3 In some circumstances we may elect not to enforce our right to charge default interest or default fees. In these circumstances, a binding precedent has not been set and we still reserve the right to charge said interest and fees at our discretion.

4 Continuing Disclosure

4.1 The statements of your account will be available on our website www.zebraloans.co.nz. The borrower consents to the lender making any type of disclosure by electronic means, including by email or by reference to a page on the Lender's website.

5 What could happen if you fail to meet your commitments and security interest

5.1 The Lender will charge you a default fee of \$20 for each missed payment.

5.2 The Lender will approach your employer to make a wage deduction from you next pay run unless you advise your employer in writing that you do not consent to a wage deduction. Please refer to Clause 6 of the General Terms for further information.

5.3 The Lender may issue Court proceedings.

5.4 The Lender may register defaults against your name with Veda and other collection houses or agencies. As per our General Terms you will be responsible for all third party debt recovery fees that we charge. For more information refer to the General Terms

5.5 The Lender will exercise its rights and remedies under this Credit Agreement.

6 What to do if you suffer unforeseen hardship

6.1 If you are unable reasonably to keep up your payment 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.

6.2 To apply for a hardship variation, you need to:

a) make an application in writing;

b) explain your reason(s) for the application; and

c) request one of the following:

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

iii. both of the above; and

iv) 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.

7 Dispute Resolution

7.1 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.

7.2 Contact details for dispute resolution scheme: Phone: 0800 347 257 (freephone) or (04) 472 3725 Website: <http://www.fscl.org.nz/>

Business address: Level 4, 101 Lambton Quay, Wellington

8 Registration as financial Service provider

8.1 Lender registration name: Zebra Finance Limited

8.2 Registration number: FSP496466

9 Right to cancel This section 9 applies if this consumer credit contract is rolled over so that the credit contract has a period longer than 2 months. You are entitled to cancel the consumer credit contract by giving notice to the creditor. Time limits for cancellation You must give notice that you intend to cancel the contract within 5 working days of the statement date on the front of this document. Saturdays, Sundays, and national public holidays are not counted as working days.

10 How to cancel

To cancel, you must give the Lender written notice that you intend to cancel the contract by— giving notice to the creditor or an employee or agent of the creditor; or posting the notice to the creditor or an agent of the creditor; or emailing the notice to the creditor's email address (if specified on the front of this disclosure statement); or sending the notice to the creditor's fax number (if specified on the front of this disclosure statement). What you may have to pay if you cancel If you cancel the 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.

11 Privacy and collection of debt

11.1 Privacy Waiver:

You irrevocably agree that anyone may give us any information we ask for as part of our managing and enforcing this agreement. You also irrevocably agree that we may hold all information we get from others and from you and use it for the purposes of our management and enforcement and for supplying you with information about services we offer. Our use may include giving that information to other people like credit reporters, debt collection agencies, repossession agents and solicitors and other third parties. Further, the Lender may refer the loan, including outstanding interest, fees, debt collection fees and commission, and any other costs incurred by the Lender to a third party Debt Collection agency. For further information please refer to our privacy terms located on our website.

I hereby confirm that I have read and understood the terms of this Credit Agreement, the General Terms and agree to be bound by this Credit Agreement and the General Terms.

Wage Deduction Authority

TO: Dear Sir / Madam

I, have a short term loan with Zebra Finance Limited. To secure the loan in the event that I fail to repay the loan amount by the due date, I have signed this letter and the Wage Deduction Authority / Assignment of Wages below. Please accept this letter and Wage Deduction Authority as my irrevocable assignment of wages and I instruct that my wages, salary, commissions and holiday pay are to be paid to Zebra Finance Limited upon presentation of this letter and when so instructed by them.

Yours faithfully,

[Signature below]

IRREVOCABLE ASSIGNMENT OF WAGES

I, hereby irrevocably assign and transfer absolutely to Zebra Finance Limited (Assignee) all of my wages, salary, commissions, holiday pay and any other monies earned or to be earned while I am employed at or any future employers to the amount as we may owe to the Assignee from time to time and this amount will be communicated to you by the Assignee as due and owing, being the amount advanced as well as interest and any other amount which the Assignee incurred by way of collection, recovery and legal fees.

WAGE DEDUCTION AUTHORITY (PURSUANT TO S5 WAGES PROTECTION ACT 1983)

I, hereby authorise and direct my employer and future employers to deduct ('the amount') each pay period (as specified and communicated by the Assignee) from my wages, salary, commissions, holiday pay and any other monies earned and to pay that amount to: Zebra Finance Limited [Bank Account number to follow] I hereby irrevocably appoint Zebra Finance Limited my true and lawful attorney to take all proceedings and actions which may be necessary to give effect to the assignment or the recovery of any amount or amounts assigned in my name. I hereby indemnify and release my employer and all future employers from any liability whatsoever in payment of any amount in accordance with the terms herein.

I hereby confirm that I have read and understood the terms of this Credit Agreement, Wage Deduction Authority, the General Terms and agree to be bound by this Credit Agreement and the General Terms. You acknowledge that this signature constitutes an electronic signature as per the Electronic Transactions Act 2002.

(Sign by using your mouse like a pen)

SIGNED by

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Nathan