Limelight Financial Services Limited trading as dtr

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easi-own card - agreement

Contract Number: Error! Reference source	
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Have you been told about your rights?

Initials (

Before you enter into this agreement, we wish to verbally tell you about the implications of doing so and your rights to cancel this agreement. Please write your initials in the box above to confirm we've told you about your rights.

Important: why you should read this document

This document tells you the key things you need to know about your agreement with us. Section 17 of the Credit Contracts and Consumer Finance Act 2003 requires us to provide you with this document.

Please read it carefully. **If there's anything you don't understand**, talk about it with someone you trust. The person you talk to should be someone who doesn't work for us. Keep this document in a safe place, in case you need to look at it again.

This agreement is about the money we loan to you through your easi-own card or your card account, and the money you need to pay us in return. You can make purchases using the money we loan to you under this agreement. You own any goods when you purchase them, but you agree to grant us a security interest over the goods that you purchase (and any other secured property described in a contract note when you borrow money under this agreement). A security interest means that, if you don't meet your obligations under this agreement, we can take and sell the goods.

A statement about your right to cancel – which tells you when and how you can cancel – is detailed further down in this document. **Note**: you must cancel within the strict time limits.

If more than one of you is named below, 'you' means each of you jointly and severally. That means that each of you is fully responsible for the loan, even if the other one doesn't contribute to payments or do other things required under this agreement.

This document should be read together with the terms and conditions and each contract note.

Disclaimer relating to advice about this document

Limelight Financial Services Limited needs to check that your loan is suitable and take other steps as a responsible lender.

You are protected by responsible lending laws, which require us to take steps as a responsible lender (including making reasonable enquiries to be satisfied that the loan meets your requirements and objectives). When we take those steps, we are not providing you with regulated financial advice. This means that duties and requirements imposed on people who give financial advice do not apply to us. If you would like independent support, we recommend that you approach a licensed financial adviser or budget advisory service.

Who are you, and how can we contact you?

Your Name Error! Reference source not found.
Date of Birth Error! Reference source not found.
Physical Address
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Error! Reference source not found. Error! Reference source not found. Phone Number Error! Reference source not found.

Mobile Number Error! Reference source not found.

Email Error! Reference source not found.

How can you contact us?

You can contact us by:

- phoning us on 0800 734 735
- emailing us at services@thornfinance.co.nz
- writing to us at PO Box 204365, Highbrook, Manukau 2161.
- Contact us at the branch shown at the top of this agreement

How does your easi-own card account work?

You can use the money we loan to you through your card or your card account to purchase goods and services from us or any approved business partner.

Your card account will have an initial unpaid balance of zero to begin with (at the date of this agreement). Your card account will be updated by adding each advance to your unpaid balance. Interest, fees and other amounts will also be charged to your card account.

You must make a regular payment commitment amount until all amounts charged to your card account are paid off. Your regular payment commitment is a minimum commitment. You can choose to pay more than this amount at any time.

We will take a security interest in the goods you purchase (and any other secured property described in a contract note).

How much can you borrow from us?

We've set up your card account with:

- a credit limit of **Error! Reference source not found.**, which is based on your credit history your total unpaid balance must not exceed this limit
- a regular payment limit of Error! Reference source not found. per week, which is based on our assessment of what is affordable for you – your regular payment commitment will not exceed this limit.

You can borrow under this agreement up to your credit limit or your regular payment limit, whichever is the lesser. The credit limit and the regular payment limit may change in accordance with clause 6.2 of the terms and conditions.

How much interest will we charge you?

We charge interest to your card account each week for the week just gone, starting on the first regular payment date. This means that we add your accrued but unpaid interest to your unpaid balance (on which we charge interest). We start calculating interest from the date we first make an advance to you.

Our current annual interest rate is a variable rate of **Error! Reference source not found.** % per annum. We can vary this rate under clause 11.1 of the terms and conditions.

We calculate your interest by multiplying your unpaid balance at the end of each day by our daily interest rate. We calculate our daily interest rate by dividing our annual interest rate by 365. Your unpaid balance includes interest charged to your card account weekly (until it is paid).

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What payments must you make to us?

Each time an advance, a fee or any other amount is charged to your card account under this agreement, we set an amount that you are required to pay on each regular payment date towards paying off what you owe (including interest). When we set that amount, we take into account what is affordable for you, and what is required for you to pay off what you owe in full within a reasonable period of time.

Your regular payment commitment will be the sum of those amounts, plus any overdue amount.

Your regular payment date is shown in each contract note and in your statements.

If you choose to make only the regular payment commitment, it will take you longer to pay off what you owe and you'll pay more interest as a result.

You may pay the whole or any part of the total unpaid balance at any other time, for no additional fee or charge.

If we require immediate payment of the total unpaid balance, you must pay it in full. We can (acting reasonably) ask you to do this at any time, whether or not you are in default.

How will we keep you informed?

We must provide you with regular statements (this is known as 'continuing disclosure'). We'll provide you with statements at least once a month. These statements will include information about any changes to your card account since the last statement, including any new advances and any fees and interest charged. We'll also tell you about your upcoming regular payment commitments and regular payment dates.

Your regular payment commitments may change between statement dates (for instance, if we make a new advance to you, or if you default under this agreement, or if we change the interest rate). We will notify you about the changes as required by law. Each time you make a purchase, you will also be given a contract note showing your new upcoming regular payment commitments and regular payment dates. The contract note will also describe the goods over which we take a security interest in connection with that advance.

What credit fees and charges will you have to pay?

You will have to pay credit fees and charges in connection with your card account. We may vary these fees and charges under clause 11.3 of the terms and conditions.

Our current credit fees and charges are as follows:

Establishment fee:	\$95	One-off fee charged to your card account the first time we make an advance to you (to cover the cost of processing, considering and documenting your application and advancing under this agreement)
Weekly account fee	\$1.90	Charged to your card account weekly if your unpaid balance (on the date the fee is charged) is more than \$100 (to cover the costs of maintaining and administering your card account)
Transaction fee	\$17.50	Charged to your card account each time we make an advance to you (to cover the cost of documenting and processing your second and any consequential advances)
PPSR fee	\$8.00	Charged to your card account each time we register a financing statement or financing change statement on the PPSR (to cover the registration costs)
Service Plus fee	As shown on the relevant contract note	Charged to your card account each time you enter into a Service Plus Agreement (As defined in the Contract Note and Service Plus Agreement)

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DLW fee	As shown on the relevant contract note	Charged to your card account each time you enter into a DLW Agreement (As defined in the Contact Note and DLW Agreement)
DLW excess	As shown on the relevant contract note	Charged to your card account each time an item of secured property to which DLW applies suffers applicable loss or damage (the DLW excess is an amount you contribute towards the relevant loss)
Re-structure fee	\$30	Charged to your card account each time we are required to restructure this agreement (to cover the cost of processing and documenting the re-structure)

All credit fees and charges are charged to your card account weekly in arrears, starting on your first regular payment date. This means that they are added to your unpaid balance (on which we charge interest).

Service and data charges may also be charged by your service provider where you communicate with us by electronic message.

What could happen if you don't keep to this agreement?

If you don't keep to this agreement, a couple of things could happen.

We could ask you to pay default interest and fees

Default Interest

You must pay default interest charges if:

- you don't make a payment on the date it's due
- you exceed your credit limit or your regular payment limit.

You must pay these charges until you've caught up with your payments, or your credit limit or regular payment limit is no longer exceeded.

We calculate this default interest every day, based on the amount you're overdue or on the amount you exceed your credit limit or your regular payment limit. Our default interest rate at the date of this agreement is 5% per annum above our prevailing interest rate. We can vary the default interest rate under clause 11.2 of the terms and conditions.

If you think you might have trouble making a payment, please talk to us before the payment is due. If you're experiencing hardship, or certain other circumstances, we may be able to help.

Default Fees

If you don't keep to this agreement, it may be an event of default, and you may need to pay default fees. Events of default are set out in clause 12 of the terms and conditions.

Our current default fees are as follows:

Weekly Late fee	\$9.00	Charged to your card account each time you are more than 2 days late in paying an amount that is due (to cover the additional cost of administering your card account while payments are overdue)
Weekly Payment Plan Late Fee	\$4.50	A reduced late fee charged to your easi-own card account when you have a payment plan in place instead of the late fee described above.

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This fee is incurred each time you are more than 2 days late in paying an amount that is due. The fee is to cover the additional cost of administering your account while payments are overdue.

Door-knock fee \$35 Charged to your card account each time we are required to visit you to discuss an event of default (to cover the cost of this visit)

We'll also charge you other losses, costs and expenses that an event of default may cause, as described in clause 13.2 of the terms and conditions. These amounts will vary depending on what our losses, costs or expenses are at the time of the event of default.

We may vary these fees and charges under clause 11.3 of the terms and conditions.

All default fees and charges are charged to your card account weekly in arrears as and when a default occurs. This means that they are added to your unpaid balance (on which we charge interest).

We could repossess the things you've bought with your easi-own card (our security)

You give us a security interest in the goods you purchase (as described in the contract note provided at the time of purchase) and any other goods described as secured property in a contract note, all present and future attachments, accessories, replacements or spare-parts relating to those goods, any goods used to replace or substitute those goods, and any proceeds of those goods (or replacement or substituted goods) to secure the payment of any money now or at any time in the future owing by you to us under this agreement and the performance of all of your other obligations to us under this agreement at any time. This means that this agreement is a secured credit arrangement. Our security interests must have first-ranking priority unless we have agreed otherwise.

These security interests protect us if you don't perform your obligations to us under this agreement (that is, if you don't keep to this agreement).

However, so long as you are not in default under this agreement, we will release our security interest in each item of secured property on its security release date.

If you fail to carry out what you've promised by entering into this agreement, we may have the right to take (repossess) and sell the secured property.

Our security interests secure all of your obligations to us under this agreement. If we repossess and sell the secured property but the proceeds of sale do not cover the full amount you owe us, you may continue to owe us money.

It will be an event of default under this agreement if you allow someone other than us to create security over the secured property, and we can then carry out the actions described in clauses 13 and 14 of the terms and conditions (including repossessing and selling the secured property).

What to do if you suffer unforeseen hardship

If you can't keep up your payments because of an unexpected event that causes you hardship – for example illness, injury, loss of employment or the end of a relationship – you can apply to us for a hardship variation.

To apply, you need to write to us explaining your situation and ask us to do one of the following:

- a) extend the term of this agreement and reduce the amount of each payment due accordingly (without changing the annual interest rate)
- b) give you longer to pay by postponing, during a specified period, the dates on which your payments are due (without changing the annual interest rate)
- c) both of the above postpone payments for a specified time and reduce the amount of your payments by extending the term.

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

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You have the right to cancel this agreement

The Credit Contracts and Consumer Finance Act 2003 gives you a right for a short time after the terms of this contract have been disclosed to you to cancel the contract.

Time limits for cancellation

You can cancel this agreement by letting us know in writing within:

- 30 days from when we gave it to you if we gave it to you in person
- 30 days from when we sent it if we sent it to you by electronic message
- 30 days from when we posted it if we sent it to you by mail.

How to cancel

If you want to cancel this agreement, you must let us know in writing by:

- giving the notice to us in person at any branch of dtr or the office of Limelight Financial Services Limited
- posting the notice to us at PO Box 204365, Highbrook, Manukau 2161
- emailing us at services@thornfinance.co.nz.

You must also return to us any advance and any other property you've received under this agreement.

What you may have to pay if you cancel

If you cancel the contract the creditor can charge you:

- d) the amount of any reasonable expenses the creditor had to pay in connection with the contract and its cancellation (including legal fees and fees for credit reports, etc); and
- e) interest for the period from the day you received the advance until the day you repay the advance.

Who to contact if you have a dispute with us

Financial Services Complaints Limited Level 4, Legal House 101 Lambton Quay P.O. Box 5967 Wellington 6145

Phone: 0800 347 257

Email: complaints@fscl.org.nz Website: www.fscl.org.nz

We are registered on the Financial Service Providers Register

We are registered on the Financial Service Providers Register under the name Limelight Financial Services Limited (registration number FSP39861).

I acknowledge that I am entering into this contract of my free will and have not been forced to enter into it by Limelight Financial Services Limited or anyone else.

I acknowledge that this contract has been explained to me in English and that I understand it fully.

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Your agreement with us

You agree to receive an easi-own card and a card account from us, which will let you borrow money to make purchases.

This agreement includes:

- this easi-own card agreement
- the terms and conditions
- each contract note.

Borrower Name	Witness Name
Borrower	Witness
Signature	Signature
	Witness
Signed On	Address

easi-own card terms and conditions

1. Why these terms and conditions are important

These terms and conditions form the basis of your agreement with Limelight Financial Services Limited. Please read them carefully.

2. What the words in this agreement mean

In this agreement, unless the context otherwise requires:

Address means your address as specified in this agreement (or as subsequently notified to us in writing).

Advance means an advance we make to you through your card or card account.

Agreement has the meaning given to it on page 7 of this agreement.

Application means the request made by you for your card account and your card fromus.

Burglary or housebreaking means theft of the secured property from your address by a person who has entered the residence at the address intending to commit a crime. The person may have entered by deceit or through force or violence. Force or violence is shown by visible marks or damage to the residence's exterior made by tools or other means at the point of entry.

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

Card means your easi-own card.

Card account means the account in your name maintained by us. Your card account has a specified credit limit and a specified regular payment limit, within which your transactions are managed. Your card account is linked to your card.

Card number means the 10-digit number allocated to and printed on your card.

CCCFA means the Credit Contracts and Consumer Finance Act 2003.

Contract note means the contract note we give you for a purchase, which shows the details of the relevant advance as agreed with you.

Credit limit is the maximum amount you can borrow from us using your card or card account at any time. Your credit limit may change in accordance with clause 6.2.

Default interest rate means the default interest rate specified on page 4 of this agreement. This rate can change in accordance with clause 11.2. Default interest is charged in accordance with clause 11.2.

DLW stands for dtr liability waiver. We must enter into a **DLW Agreement** with you before we will provide this service. See your DLW Agreement (if any) for more details.

Event of default means an event outlined in clause 12 of these terms and conditions.

Essential consumer good means any beds and bedding, cooking equipment (including cooking stoves), medical equipment, portable heater, washing machine or refrigerator.

Interest rate is the annual interest rate specified on page 2 of this agreement. This rate may change in accordance with clause 11.1. Interest is charged in accordance with clause 11.1.

Normal hours means 8.30am to 5pm on a business day.

PIN means the Personal Identification Number you choose for yourcard.

PPSA means the Personal Property Securities Act 1999.

PPSR means the Personal Property Securities Register (established by the PPSA).

Proceeds has the meaning given to it under section 16 of the PPSA.

Property has the meaning given to the term 'personal property' under section 16 of the PPSA.

Purchase means to buy goods or services from us or any approved business partner by way of an advance.

Purchased has a corresponding meaning.

Regular payment commitment means the sum of:

a) for each advance, fee or other amount charged to your card account under this agreement, the regular instalment amount that we set to pay off what you owe (including interest) or, if no such regular instalment amounts remain outstanding, the lower of \$10.00 (or such other reasonable amount as we set from time to

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time (as notified to you)) and the balance of your card account; plus

b) any overdue amount.

Regular payment date means the regular date for payment shown in your statements and each contract note.

Regular payment limit is the maximum regular payment commitment that you will be required to make under this agreement at any time (in other words, an amount that we set to make sure that you are not overcommitted). Your regular payment limit may change in accordance with clause 6.2.

Secured property means the goods that you give us a security interest over, as described on page 5, except that goods cease to be secured property if our security interest in them is released in accordance with clause 14.6 of the terms and conditions.

Security includes any charge, encumbrance, lien, pledge, assignment by way of security, title retention arrangement or similar interest imposed by statute, or other arrangement of any nature having similar economic effect to any of the foregoing and any present or future right or interest in personal property that is a security interest for the purposes of the PPSA. See section 17 of the PPSA for the full legal definition.

Security release date means, for an item of secured property, the date on which we will release our security interest over that secured property, provided that you are not in default under this agreement at that time, being the earlier of:

- a) the security release date described in the contract note provided at the time of purchase;
- the date on which we deem you to have paid off the remaining payments due under this agreement for that item of secured property (for instance, as a result of optional payments that you have made over and above your regular payment commitments); or
- c) such other security release date as we may agree with you from time to time.

Statement means the regular statement we send you about your card account.

Service Plus means an added level of repair, upgrade, and other services that we provide you in respect of any secured property. We must enter into a **Service Plus Agreement** with you before we will provide this service. See your Service Plus Agreement (if any) for more details.

Terms and conditions means these terms and conditions as set out on pages 8 to 15 of this agreement.

Total unpaid balance means the amount you owe on your card account (as shown on your last statement), plus any other transactions, fees, or accruals since that last statement.

Transaction means an amount charged or credited to your card account, including an advance.

Unpaid balance means, at any time, the difference between all amounts credited and all amounts charged to your card account at that time.

3. What we include in a meaning

In this agreement, unless the context otherwise requires, each of the following words has the meaning given.

- 3.1. 'Us', 'we' and 'our' means Limelight Financial Services Limited.
- 3.2. 'You' and 'your' means the person whose name appears as 'Your name' in this agreement.
- 3.3. When this agreement refers to you, us, or anyone else, it also means anyone to whom legal responsibility passes; that is, an executor, administrator, successor or assignee.
- 3.4. References to legislation (which includes all related regulations) are also references to that legislation as amended or re-enacted, or as its application is modified by other legislation.
- 3.5. Words that are in the singular also carry the plural meaning and vice versa.
- 3.6. Words referring to any gender also include the other genders.
- 3.7. References to persons include corporations.
- 3.8. References to any agreement or document (including a reference to this agreement) is to the agreement or document as amended, varied, supplemented, novated or replaced.

4. By entering into this agreement, you agree that certain things are true

By entering into this agreement, you agree to all of the following:

- 4.1. you accept the obligations in this agreement, and you understand that these obligations can be enforced according to these terms and conditions
- 4.2. all information that you have provided us with is true, accurate, and not misleading
- 4.3. you have told us everything about your circumstances that anyone lending you money needs to know
- 4.4. you have not defaulted on any other loan, and you are not about to default.

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5. By entering into this agreement you make a commitment to us

You commit to:

- 5.1. give us any information about your finances that we have a reason to ask for, at any time while this agreement lasts
- 5.2. let us know straight away if anything happens (including pending legal action) that may prevent you from carrying out your obligations under this agreement.
- 5.3. You will look after the secured property

At all times and at your own expense, you will keep the secured property in good working order and condition (fair wear and tear excepted), and you will replace any worn out or defective parts with new parts.

5.4. You will not modify the secured property

You will not interfere with, add to, or modify the secured property without our prior written consent.

5.5. You will use the secured property carefully

You will use the secured property in a careful and proper manner and make sure that the building you keep the secured property in, is secure against unauthorised entry.

6. How you can use your card account

6.1. You can request advances to purchase goods and services

You may request an advance (up to your credit limit and regular payment limit, whichever is the lesser) to make purchases. The services available for purchase from us may include cash advances (at our sole and absolute discretion), DLW and Service Plus. To request an advance to purchase goods or services from us, you must provide:

- your card and PIN
- the ID you originally used when you applied for your card, or
- · any other information requested by us.

We are not obliged to make any advance that you request.

- 6.2. You must know what your credit limit and regular payment limit are and not exceed them
 - a) You must make sure that the total unpaid balance never exceeds your credit limit. Accrued interest and fees are included in the total unpaid balance. You must also make sure that your regular payment commitment amount never exceeds your regular payment limit. If you exceed a limit, you must no longer use your card or your card account. However, we may choose to honour a transaction even if it means a limit will be exceeded. You must immediately pay us the amount by which the relevant limit is exceeded your card account will be in default if you don't.
 - b) Your credit limit and regular payment limit will appear on the statements we send you.

We may decrease your credit limit or regular payment limit, or offer to increase your credit limit or regular payment limit, at any time by notifying you as required by law. You may ask for your credit limit or regular payment limit to be changed at any time. If we agree to the change, we'll notify you as required by law.

7. You must take responsibility for your card

- 7.1. You are liable for all transactions on your card, except in certain cases if it is lost or stolen See clause 7.3 for what you must do if your card is lost or stolen.
- 7.2. You must protect your card
 - a) When you're issued with your card and it has a PIN function, you'll need to contact us to choose a PIN. You must not choose unsuitable numbers such as:
 - parts of your telephone number
 - · parts of your card number
 - sequential or easily identified numbers (for example, 1234 or 1111)
 - numbers easily connected with you, such as your driver licence number or date of birth.
 - b) To avoid unauthorised use of your card, your PIN must not be:
 - · written down
 - · disclosed to any other person
 - negligently disclosed by you.
 - c) You must be careful to keep your card and your PIN safe.
 - d) You must not allow others to use your card, card number or PIN.
 - e) You must not leave your card unattended. If your card is lost or stolen together with your PIN, it may be used by others to make unauthorised transactions. This may result in a loss to you (see clause 7.3).

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7.3. You must tell us if your card is lost or stolen

You must tell us immediately in any of the following cases:

- a) your card is stolen
- b) your card is lost
- c) you're aware your card has been used fraudulently
- d) your PIN is known by another person.

In any of these cases, you must contact us on 0800 734 735.

Your liability will be limited to \$100.00, or such other reasonable limit as we set from time to time (as notified to you), for transactions after you've contacted us, provided:

- a) you do so within 12 hours of knowing your card is lost, stolen or fraudulently used
- b) you have not disclosed your PIN to anyone or allowed anyone else access to your card.
- c) If you contact us outside normal hours, you'll need to leave your details so we can contact you about your loss. The 12 hours includes hours outside normal hours. You are not liable for loss caused by fraudulent or negligent conduct of our staff or agents.

7.4. We may replace your card if we need to

We may occasionally replace your existing card or issue you with a new one. If your card is damaged or faulty, you must cut it in half and return it to us. We'll issue you a new card under the same card number. We may not issue a replacement card if your credit limit or regular payment limit is exceeded or if your card account is in arrears (has debts that you haven't paid).

8. When your advances will be charged to your card account

An advance processed by us will be charged to your card account either:

- a) on the date that purchase is made, or
- b) on the next business day.

9. When and how to make payments

9.1. When you must pay us

You will pay:

- a) on each regular payment date: the regular payment commitment
- b) immediately on demand by us: the total unpaid balance under this agreement; and
- c) immediately any amount required under clause 6.2 at any time (if your credit limit or regular payment limit is exceeded).

We may (at our sole and absolute discretion) agree that you may take a "payment holiday" in respect of one or more regular payment commitment(s). This means that you will not be required to pay the relevant regular payment commitment(s) on the relevant regular payment date(s). However, interest will continue to accrue on the unpaid balance and a fee may be payable. We may, as a condition to agreeing to a "payment holiday", require a corresponding extension to security release dates.

9.2. The time of day you must pay by

Each payment must be made either:

- a) no later than 4.00pm on the relevant regular payment date, if that date is a business day, or
- b) no later than 4.00pm on the business day immediately before the relevant regular payment date, 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, we consider that payment to have been made on the next business day.

9.3. You may pay more than the regular payment commitment at any time.

You may choose to pay more than the regular payment commitment. If you choose to only pay the regular payment commitment, it will take you longer to pay off your card account and you'll pay more interest as a result. You may pay the whole or any part of the total unpaid balance at any other time, for no additional fee or charge.

9.4. How you can pay

You can pay by any of the following:

- a) direct debit
- b) automatic payment
- c) electronic payment
- d) credit card

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e) cheque.

Payments may be made to us or to any third party authorised to accept payments on our behalf.

In each case you must provide enough details for us to determine which card account to pay the money into, and what the payment is for, as set out in your statement.

9.5. You must make your payments free of restrictions

Except to the extent required by law, you must make all payments:

- a) free of any restrictions or conditions
- b) free of any deduction or withholding for tax, and
- c) free of any other deduction, including set-off or counter claim

9.6. Order of payments

Payments received or made to your card account may be applied by us in whatever order we see fit (at our sole and absolute discretion but subject to our obligations at law). We will notify you if (for instance, as a result of optional payments that you have made over and above your regular payment commitments) a security release date is brought forward or you become entitled to a rebate of any fee or charge paid.

9.7. You can cancel your card account when you've paid back all the money you owe us

We will cancel your card account after you do all of the following:

- a) ask us in writing to cancel your card account
- b) repay the total unpaid balance
- c) return your card (cut in half) to us.

You can stop using your card or your card account at any time, but you'll still be liable for the total unpaid balance until you've cancelled your card account.

You also have rights to cancel this agreement, as described on page 6, for a short time after the terms of this agreement have been disclosed to you.

10. We will send statements to you regularly

We will send statements to you at least once a month unless we are not required to do so by law.

Unless there is an obvious error, any statement given by us or our agent will be evidence of the amount you owe under this agreement.

11. You may have to pay interest, default interest, or fees and charges

11.1. You may have to pay interest

We charge interest (at the interest rate) on the unpaid balance of your card account. Please see further information on page 2 of this agreement.

We can change the interest rate (or how it is calculated or applied) at any time. If we do, we'll notify you as required by law.

11.2. You may have to pay default interest

We will charge default interest if you fail to make a payment required by this agreement or if you exceed your credit limit or regular payment limit (see clause 12.1). Please see further information on page 4 of this agreement.

We can change the default interest rate (or how it is calculated or applied) at any time. If we do, we'll notify you as required by law.

11.3. You may have to pay fees and charges

Please see further information on pages 3 and 4 of this agreement.

We can vary the amount, frequency, time for payment or method of calculation of any fees or charges or introduce new fees or charges. If we do, we'll notify you as required by law. A full schedule of all fees is available from us on request.

12. If you don't keep to this agreement, you are in default

You are in default if any of the events listed in this clause 12 happen.

- 12.1. You break this agreement
 - a) You breach this agreement in any way, and fail to remedy that breach within 15 business days of a notice from us asking you to do so.
 - b) You cause the credit limit or regular payment limit under this agreement to be exceeded.
 - c) Any provision of this agreement is no longer enforceable against you, or you claim that this is so.
- 12.2. You give us incorrect or misleading information

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- a) You provide us with information about yourself, your circumstances, or your application that we determine to be untrue, not accurate, or misleading
- 12.3. We decide you can't meet this agreement

You have a change of circumstances that gives us reasonable grounds to decide that you will not be able to meet this agreement.

12.4. You don't look after the secured property

You do or allow anything that might negatively affect our security interest in any secured property, including:

- a) modifying the secured property in any way
- b) losing possession of the secured property (for example, by loaning, gifting, selling, or pawning it)
- c) attempting to take the secured property out of New Zealand
- d) allowing any part of the secured property to be seized or removed to satisfy other debts.

12.5. You don't, or can't, pay

- a) You fail to make a payment when due as required by this agreement.
- b) You are deemed unable to pay your debts under any relevant legislation, such as if you become bankrupt or go into liquidation.
- A court issues a warrant to allow seizure of any of your property or assets to cover a debt in excess of \$2,000.
- d) A court issues a judgment against you for an amount in excess of \$2,000, and the judgment is not cancelled with 14 days.
- e) You allow someone other than us to take security over any secured property, or you allow a financing statement (as defined in the PPSA) to be registered against any secured property.
- f) An order is made for the seizure of any secured property for non-payment.

13. If you are in default, we can take the secured property

13.1. We can require immediate payment

If you're in default, we can require immediate payment of the total unpaid balance under this agreement, or any other agreement you have with us. You must immediately pay us the amount required as soon as you receive notice from us, whether or not the time for payment has arrived.

13.2. You will pay all losses, costs and expenses

You agree that you will pay all losses, costs or expenses that an event of default might cause. This includes legal costs, any interest, fees, penalties, expenses, or other sums paid or payable. It also includes solicitor/client costs, repossession fees, dishonour fees, door-knocking fees, debt collection agency costs, and costs for locksmiths, collection, storage, or disposal.

13.3. We can cancel this agreement, sue, and repossess the secured property

If you are in default, we may do any or all of the following:

- a) cancel this agreement
- b) without notice, sue for recovery of the total unpaid balance
- c) enforce our security interest and take possession of and sell any or all of the secured property.
- 13.4. You will pay default interest

If you fail to make a payment when due as required by this agreement, or if you exceed your credit limit or regular payment limit, you will be charged default interest as described in clause 11.2.

13.5. We can repossess if we think the secured property is at risk

In addition to our other rights under this agreement, if at any time we consider any secured property to be at risk (within the meaning of section 83E(2) of the CCCFA), we may take and keep possession of all or part of that property. We will follow the provisions of the CCCFA when taking and repossessing the secured property.

13.6. We can enter any place where the secured property is located

You give us, our agents, and our representatives the right to enter any place where any secured property may be held, and to search for, remove, and take possession of the secured property. This includes when the occupier is not present. This right cannot be revoked, and lasts until the delivery of a final discharge of the relevant security interest (see clause 14.6). We do not have to give you notice of our intention to enter. We can carry out these rights and (subject to applicable law) you are not allowed to claim against us for any consequential loss or damage.

14. We have security interests in the secured property

14.1. The secured property is our security that you will keep this agreement

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You grant us a security interest in each item of secured property, as security for the payment of the money you owe us, now or in the future under this agreement and the performance of all of your other obligations to us under this agreement at any time.

14.2. You will help us obtain and maintain priority in respect of the secured property

You will do whatever we ask you to do to enable us to maintain the security interests intended to be created under this agreement and the priority of those security interests (which must be first-ranking priority unless we have agreed otherwise). Doing whatever we ask you to do includes providing any information we reasonably require to complete and register on the PPSR a financing statement or a financing change statement.

- 14.3. You waive any right to receive a copy of a verification statement under the PPSA.
- 14.4. You agree that nothing in sections 114(1)(a) and 133 of the PPSA applies to this agreement.
- 14.5. You agree that your rights as debtor in sections 116, 120(2), 121, 125, 126, 127, 129 and 131 of the PPSA do not apply to this agreement.
- 14.6. We can keep our security interest until the relevant security release date

Each security interest under this agreement is a running and continuing security for the payment of all moneys now or at any time in the future owing by you to us in respect of this agreement and the performance of all of your other obligations to us under this agreement at any time. We agree to release our security interest in each item of secured property on its security release date, provided that you are not in default under this agreement on that date. Each security interest remains in full force until the security release date for the relevant item of secured property (or, if you are in default under this agreement at that time, until we execute and deliver a final discharge of the security interest), despite:

- a) payment of any amount to us at any time
- b) any account between you and us being at any time in credit, or
- c) you having settled your card account by paying the total unpaid balance in full.
- 14.7. You will not move the secured property without our written consent

While you owe any money (including advances, interest, charges, or fees) under this agreement, you will not remove any item of secured property from your address, unless we have given our consent in writing. This includes loaning, selling, or pawning the secured property.

14.8 Despite any other provision of this agreement, any security interest we hold in an essential consumer good will only secure your obligations under this Agreement to the extent they relate to amounts advanced to you to fund your acquisition of that essential consumer good.

15. Other amendments to this agreement

We may at any time (without your prior agreement) change any term in this agreement where, in our reasonable opinion, the change:

- a) is necessary or expedient to comply with any applicable law
- b) is of a formal, technical or administrative nature, or
- c) will not prejudice or disadvantage you in any material respect.

We will give you notice of any change as required by law.

16. We don't waive any of our rights

- a) Even if we don't exercise a particular right under this agreement, we still have that right.
- b) If we exercise any right under this agreement, we can still exercise that right again, or any other right.
- c) In addition to any and all of the rights under this agreement, we can also seek any other remedies allowed us in law.

17. You cannot assign your rights under this agreement but we can

- a) You may not assign to anyone else any of your rights under this agreement or any rights to the secured property.
- b) We may at any time assign or transfer our rights and/or obligations under this agreement or any of our rights to the secured property. We can assign or transfer to anyone we choose to, on any terms we consider fit. We do not have to let you know (unless required by the CCCFA or any other applicable law).

18. You must tell us if you are in financial difficulty

You must contact us immediately if you realise you're in financial difficulty and think you won't be able to meet future payments. We'll try to help you through this period. You can contact us as set out on page 1 of this agreement.

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19. You will communicate with us and we will communicate with you

Unless otherwise specified, all notices or other communications from us to you (including statements), or from you to us, must be:

- a) in writing (which may be by means of an electronic message)
- b) delivered, forwarded or sent by personal delivery, post or electronic message to the address specified in this agreement or otherwise given by the addressee
- 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, correctly addressed, by prepaid postage
 - if sent by electronic message, on the second business day after sending to the correct address.

You agree that the conditions relating to sending and receiving information in electronic form are those in the Contract and Commercial Law Act 2017 (and any other mandatory law applicable from time to time) and you agree to receive notices and other communications from us in electronic form, by means of an electronic communication, and signed by means of an electronic signature.

Where you have given us an electronic message address, you acknowledge and agree that (unless you ask otherwise):

- we'll typically use that address as the primary means of communicating with you
- we may send you electronic messages allowing you to access your statements from a website or by means of the Internet.

20. If you don't have DLW, you need to buy insurance

- a) You agree to keep the secured property insured
 - Where you are not covered by DLW in relation to any item of secured property, you take the sole risk of damage to or loss of the secured property from the date you purchase the secured property. You agree to keep the secured property insured to its full insurable value with an independent insurer. The insurance will be against damage or loss due to lightning, windstorm, flood, smoke, fire, bursting of fixed water installation, burglary or housebreaking, and such insurance shall be in the joint names of you and us. You agree to show us evidence of that insurance if we ask to see it.
- b) Any money paid under a claim must be paid to us If you make a claim on the policy of insurance, whatever the insurance company pays you must be paid to us. We can use the money either to make good any damage to the secured property, or to reduce the total unpaid balance under this agreement. If there is still any money left owing under this agreement after we have used the insurance money, you will need to pay it to us.
- c) You must pay whatever is owed under this agreement If you fail to keep the secured property insured, or if your insurer declines any insurance payment or any claim, any damage or loss is at your own risk. If the secured property is lost, damaged, or destroyed before you have paid what you owe under this agreement, you are still obliged to pay all amounts you owe under this agreement.

21. You agree you are responsible for some types of damage or loss

- a) Damage to your property is not our responsibility If there is damage or loss to anything used in or with any secured property, and that thing is not the secured property, paying for the damage or loss is your responsibility. To the maximum extent permitted by law, we do not need to pay, whether the damage or loss is caused by the secured property or not.
- b) Damage caused by faulty wiring or moving is not our responsibility You agree that, to the maximum extent permitted by law, we are not responsible for any damage or expense:
 - caused by wiring that doesn't meet the In-Service Safety Inspection and Testing of Electrical Equipment Standard AS/NZS 3760:2010, or any replacement or updated Standard, or
 - if any secured property is moved from your address, or is in any way modified.

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PRIVACY CONSENT

(pursuant to the Privacy Act 2020)

Client Name	Error! Reference source not found.	Client Number	Error! Reference source not found.	Date	
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I understand that:

- Limelight Financial Services Limited t/a dtr, Thorn Finance and Finance Central is asking for and may receive personal information about me, and that my personal information may be used by Limelight and its related entities, successors, assigns, agents and associates (together the **Limelight Group**) in accordance with this Privacy Consent.
- Limelight Group will collect, use, store, disclose and otherwise process my personal information in accordance with its privacy policy available at <u>www.dtr.co.nz/privacy/</u> and <u>https://thornfinance.co.nz/privacy//thornfinance.co.nz/privacy//thornfina</u>

I understand that the personal information Limelight Group collects and holds about me may consist of (but is not limited to) details of my assets, liabilities, income, employment, credit history, outstanding fines, address details and contact information.

I understand that my personal information may be used by Limelight Group for the purposes of:

- Assisting in making decisions on whether or not to provide me with credit and providing quotations for the cost of credit, including assessing my creditworthiness
- Verifying my identity in accordance with anti-money laundering legislation
- Enforcing my contract if I default in my obligations
- Complying with legal obligations
- Contacting me about new products, offers or competitions
- Conducting market research

For the above purposes and for credit reporting purposes, I authorise the Limelight Group to provide (and to request and collect) personal information about me (including default information and my repayment history) to and from third parties as it considers appropriate for such purposes, including but not limited to:

- Any trading bank, finance company, credit union, insurance company or other financial institution.
- Any credit reporting or identity verification service or agency (including but not limited to Equifax, Centrix, Illion, APLYiD) and any debt recovery agency.
- Data and analytics products providers who provide Limelight Group with access to credit related data.
- The New Zealand Transport Agency's 'Driver Check' service.
- Other government agencies and regulators, who may hold information relevant to processing my
 application and/or assessing my creditworthiness, including the Ministry of Justice, Department of
 Corrections, New Zealand Police, MSD, Immigration New Zealand, Inland Revenue Department and
 Kāinga Ora Homes and Communities (and related agencies).
- My alternative contacts, my past and present employers and third-party service providers (including telecommunications providers, professional advisors and public registers).
- Owners, occupiers or neighbours of any address reasonably believed to be my current or recent address.

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- My authorised representatives and advisers (including budget advisers).
- Limelight Group's agents or service providers like debt collection agencies, introducers, professional advisers, direct debit companies, private investigators, marketing agencies and market research and data and analytics products providers, mailing houses, call centre operators and technology service providers offering online services used by Limelight Group in connection with its business.
- Third parties that Limelight Group partners with in connection with its service offerings (including motor vehicle dealers).

Without limiting the foregoing, I agree that if I apply for a loan or request a quote for the cost of credit, Limelight Group may obtain credit information about me from a credit reporter to confirm my identity, verify my current credit obligations, help Limelight Group assess my ability to meet repayment obligations and make credit decisions, and to provide me with quotations for the cost of credit.

I understand that:

- if I default in my obligations to the Limelight Group, information about that default may be given to third parties, including credit reporting agencies.
- Neither Limelight Group nor any third party needs to contact me before any information about me is provided or obtained by Limelight Group.
- A third party (e.g. a credit reporting agency) to whom the Limelight Group gives my information may retain that information and use it to provide its own services, including providing the information to its own customers.

I understand that credit reporters to whom Limelight Group give my personal information may use (and disclose) my personal information on their own terms and treat my information in accordance with their own privacy policies. Credit reporters are subject to specific requirements in relation to credit information they hold and I understand that I can ask any credit reporter for a copy of any credit information they hold about me and to update it, if necessary. More information about this is available at https://www.privacy.org.nz/privacy-act-2020/codes-of-practice/crpc2020/.

I understand that, if my personal information is not provided, Limelight Group may not be able to provide the products I have requested.

I acknowledge that I have the right to access, and request the correction of, any personal information about me held by Limelight Group by writing to Limelight Financial Services Limited at PO Box 204365, Highbrook, Manukau 2161 or or by contacting us at info@dtr.co.nz or on 0800 645 008.

Under the Unsolicited Electronic Messages Act 2007, Limelight Group needs your consent to send you some types of commercial electronic messages (mostly marketing and promotional information). If you do not wish to receive these sorts of messages from the Limelight Group, please tick the 'No' box below before signing this document. If neither of the boxes are ticked Limelight Group will assume you want to receive emails and text messages.

	C
Yes, I consent to receiving marketing and promotional	al electronic messages from you in the future.
☐ No, I do not wish to receive any marketing or promoti	onal electronic messages from you in the future.
I acknowledge that this privacy consent applies to all Group.	of my current and future arrangements with the Limelight
Date:	
Signature of customer	Signature of witness

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Name of customer (print)	Name of witness (print)
	Occupation of witness
	Address of witness



WHAT YOU CAN EXPECT WHEN YOU APPLY FOR A LOAN

When you apply for a loan, the organisation lending you money (the lender) has some responsibilities to you.

Lenders need to make sure they understand your situation and your needs.

This brochure tells you what a responsible lender will do to help you and make sure you don't get a loan that you can't repay.

These guidelines are provided for consumers who are borrowing money under a contract governed by the Credit Contracts and Consumer Finance Act 2003.

IF YOU HAVE A COMPLAINT ABOUT YOUR LOAN

If talking to your lender doesn't help, you can make a complaint to the lender's independent dispute resolution scheme. The scheme will be one of the four schemes listed below. Ask your lender which scheme you should contact. These complaint schemes are tree for consumers



THE BANKING OMBUDSMAN SCHEME

Freephone: 0800 805 950 Email: help@bankomb.org.nz Website: www.bankomb.org.nz



THE INSURANCE AND SAVINGS OMBUDSMAN SCHEME

Freephone: 0800 888 202 Email: info@iombudsman.org.nz Website: www.iombudsman.org.nz



FINANCIAL SERVICES COMPLAINTS LIMITED

rreepnone: 0800 347 257 Email: info@fscl.org.nz Website: www.fscl.org.nz



RT OF THE FINANCIAL DISPUTE

FINANCIAL DISPUTE RESOLUTION

Freephone: 0508 337 337 Email: enquiries@fdr.org.nz Website: www.fdr.org.nz For more information about the Financial Services Federation, go to www.fsf.org.nz

RESPONSIBLE LENDING CUIDELINES

AT YOU SHOULD EXPECT FROM YOUR LENDER



FINANCIAL SERVICES FEDERATION

Understanding your needs

A responsible lender will do everything they can to understand you and your situation, so you can make good decisions about your loan. Lenders must keep all your information confidential.

Responsible lenders may need to ask questions about your financial situation

Depending on your circumstances, lenders may ask about your:

- income or benefits (including whether you have a fulltime, part-time, or casual job)
- fixed expenses (such as rent, repayment of other debts, child support, and monthly or yearly expenses such as insurance)
- other expenses that come up from time to time (and any special or unusual circumstances that might change your ability to repay a loan)
- existing loans and whether your new loan will be used to repay your existing loans
- credit history
- personal circumstances, including your age (especially if you are under 18) and the number of people who are financially dependent on you
- assets and their value (such as a house or car).

Responsible lenders may need to ask for proof about your financial situation

Depending on your circumstances, proof may include:

- getting a copy of your credit report
- asking for copies of payslips, tax returns, and bank statements
- asking to see identity documents (e.g. a passport)
- with your permission, talking to your employer or accountant
- asking to see original documents, not just photocopies
- checking in other ways (with other lenders for example, especially if any information or documents provided do not match).

Responsible lenders will do their best to understand your needs and goals

Depending on circumstances, lenders may ask about:

- the amount you would like to borrow
- the date you need the money and how long you
- what you need the money for
- the type of loan that would suit you best.

Deciding if the loan is right for you

Lenders need to work out whether you are able to repay a loan. A responsible lender may decide not to give you a loan if they believe that:

- you would be unable to repay the loan
- you would find it extremely hard to repay the loan
- the type of loan will not meet your needs or goals.

Making sure you understand

A responsible lender should:

- do their very best to make sure you understand everything about the loan, including your rights and responsibilities, before you sign a contract
- give you fair terms and conditions, including clearly explaining interest rates and fees
- make fair decisions about the property being used as security for your loan
- make sure that any property used as security for your loan is clearly described in your loan documents and is understood by you
- make sure you understand the risks that come with having a loan, and the result of not repaying it, which might include repossession or the sale of any property you provide as security
- give you this information at the time you apply for the loan.

Helping you if things go wrong

If you are having trouble paying your loan you should contact your lender as soon as possible.

A responsible lender should:

- treat you reasonably if you miss payments. This may include renegotiating the terms of your loan where it is possible to do so
- work with you to find solutions if you are having problems with your money, or suddenly face hardship. This may include referring you to someone who can give you advice about how best to manage your money
- refer you to a budget advisor and work with the budget advisor if you ask for that help you to deal with any social service provider (such as
 - Work and Income New Zealand) if you ask for that make sure that, if your property has to be repossessed, you are treated fairly, remembering that the lender also
- making reasonable efforts to tell you about other payment options before the property is repossessed

has a right to be repaid. Being treated fairly includes:

- repossessing only the property named as security in the loan contract
- treating you and your property with dignity and making sure the repossession agents also treat you fairly.

Members of the Financial Services Federation have made a commitment to uphold these Responsible Lending Guidelines

Websites which provide useful information about borrowing money:

- www.sorted.org.nz
- www.consumeraffairs.govt.nz
- www.comcom.govt.nz
- www.fsf.org.nz



STANDARD FEES AND INTEREST RATES effective 1 April 2022

This information is provided to assist you with making your decision to take a loan with Limelight Financial Services Limited (trading as dtr).

FEES	easi-own	easi-pay	easi-cash	easi-own partner PIN card	
Account Fee	Weekly \$1.90	\$0	Administration (Monthly) \$8.25	Weekly \$1.90	
Establishment Fee	\$95^	\$0	- Secured loan \$210 - Unsecured loan \$160 - Secured top up \$195 - Unsecured top up \$160	\$0	
Late Fee	Weekly \$9	Weekly \$7.50 (only applicable after 12 week period)	Monthly \$39	Weekly \$9	
Door Knock Fee	\$35	\$35	\$35	\$35	
Refinance Fee	Restructure \$30	\$60	\$60	Restructure \$30	
Payment Plan Late Fee	Weekly \$4.50	\$0	Monthly \$19.50	Weekly \$4.50	
PPSR Registration Fee	\$8	\$0	\$0	\$0	
Transaction Fee	\$17.50	\$0	\$0	\$0	
INTEREST RATES	easi-own	easi-pay	easi-cash	easi-own partner PIN card	
Annual	From 9.95% p.a. to 29.95% p.a.		From 9.95% p.a. to 29.95% p.a.	From 9.95% p.a. to 27.95% p.a.	
Default	5% p.a.*	5% p.a.	5% p.a.*	5% p.a.*	

Other Repossession Fees:

Locksmith, storage, disposal costs, repossession agents costs will be charged at the cost leveled on dtr.

Terms and Conditions

A copy of all contracts, terms and conditions are available in store. Our helpful staff will be happy to provide you with a copy.

easi-own finance option: Responsible lending criteria, terms and conditions apply. Term for weekly payments depends on interest rate. Interest rate: 9,95% p.a. to 29,95% p.a. to 29,95% p.a. variable determined by credit risk. Mandatory fees: account fee \$1.90 a week, PPSR fee \$8 for each purchase, establishment fee \$95 for first purchase or transaction fee \$17.50 for each subsequent purchase. Rates and fees may change. Other non-mandatory fees and charges may also apply. Weekly pricing shown includes interest and assumes mandatory fees added to loan balance. Terms for weekly payments and interest rates depend on individual circumstances, therefore total amount payable will be calculated on completion of application. Security required over assets purchased and contents insurance may also be required.

easi-pay finance option: Responsible lending criteria, terms and conditions apply. No interest or mandatory fees are charged if minimum payment obligations are met during 12 week interest

easi-cash finance: Responsible lending criteria, mandatory fees, interest, terms and conditions apply. Interest rate 9.95% p.a. - 29.95% p.a. variable, determined by credit risk. Rate may on fee of \$8.25 a month, establishment fee of up to \$210 to be paid up front or capitalised over the contract term. Other non-mandatory fees and charges may also apply. Security and contents insurance may also be required.

easi-own partner PIN card: Responsible lending criteria, terms & conditions apply. Interest rate for easi-own partner PIN card purchases from approved business partners: 9.95% p.a. to 27.95% p.a. variable, determined by credit risk. Rate may change. Mandatory account fee \$1.90 a week. Minimum \$10 a week repayment with any credit balance for easi-own purchases from approved business partners, payable only by Direct Debit.

Limeliaht Financial Services Limited (trading as dtr).

^{*}The penalty interest is 5% above the interest rate stated on your contract. This is calculated on the amount that is overdue.

[^]Fee applies to new REV easi-own card customers only