

CARD FACILITY AGREEMENT & DISCLOSURE STATEMENT

IMPORTANT - If this Agreement is a consumer credit contract under the Credit Contracts and Consumer Finance Act 2003 (the "Act") the Creditor is required to provide you with this disclosure statement ("this Disclosure Statement") under section 17 of the Act. This Disclosure Statement sets out the key information about your consumer credit contract. This Finance Now Card Facility Disclosure Statement together with the Terms and Conditions (this "Agreement") form your credit contract with the Creditor. You should read it thoroughly. If you do not understand anything in this Agreement, you should seek independent advice. You should keep this Agreement in a safe place. The Disclosure Statement should be provided to you before this Agreement is entered into. The law gives you a limited right to cancel this Agreement (see below for further details) Note that strict time limits apply.

You will not be charged any fees or incur any interest and you will not be able to access funds under your credit contract, until you have activated your Card (see clause 14 of the Terms and Conditions for information about how to activate your Card).

Please Note: You acknowledge that by activating your Card you will be bound by this Disclosure Statement and the Terms and Conditions.

BORROWER	
Name:	Address:
INITIAL UNPAID BALANCE	
Your initial unpaid balance, which is the amount that you owe us as at the date of this statement is: Nil	
CREDIT DETAILS	INTEREST
Card Limit:	Current annual interest rate:
This interest rate may vary from time to time in accordance with the Terms and Conditions.	
<p>When interest will begin to accrue</p> <p>Interest will accrue under this Agreement on and from the date of the first drawdown under this Facility.</p> <p>Method of charging interest</p> <p>Interest charges are calculated by multiplying the unpaid balance at the end of the day by a daily interest rate. The daily interest rate is calculated by dividing the annual interest rate by 365. Interest is charged to your account monthly.</p>	
PAYMENTS	CREDIT FEES AND CHARGES
<p>Timing of Payments</p> <p>Payments must be made monthly from the date of your first drawdown under this Card Facility. The date that payments are due will be specified in your continuing Disclosure Statements.</p> <p>Minimum Payment</p> <p>The minimum monthly payment that must be made under this Agreement is:</p> <ul style="list-style-type: none"> The greater of \$20 or 3% of the unpaid balance as at the end of each statement period (except where the unpaid balance is less than \$10 in which case the actual balance will apply) together with any amount shown as overdue in each continuing disclosure statement; plus All fees and charges incurred during the month. <p>You may choose to pay more than the minimum payment.</p>	<p>The following credit fees and charges (which are not included in the initial unpaid balance) are, or may become, payable under, or in connection with, this Agreement. This Agreement allows the Creditor to vary these fees and charges.</p> <ul style="list-style-type: none"> \$37.00 - Annual card fee (charged 6 monthly at \$18.50) \$19.00 - Supplementary card fee (charged annually) \$10.00 - Replacement card fee \$0.25 - EFTPOS transaction fee (for purchases less than \$20.00) \$1.50 - ATM fee \$1.50 - Paper Continuing Disclosure Statement (per statement) \$5.00 - Manual Statement request fee (for any determined period) \$5.00 - Reissue PIN for Card (each time) Refund overpayment - lesser of \$10 or account balance
CONTINUING DISCLOSURE	MANNER AND PLACE OF PAYMENT
FNL is required to provide you with regular statements. The statements will give you information about your Facility (e.g. any interest or fees charged during the statement period) and the amount and timing of your next payment. Statements will be provided to you monthly by way of post or email (if you have consented).	All payments are to be made free of deduction by posting to Finance Now at PO Box 1204, Invercargill or at any Westpac branch, or direct bank to our Westpac bank account number: 03-0931-0358991-00. A fee may apply for these services.
WHAT COULD HAPPEN IF YOU FAIL TO MEET YOUR COMMITMENTS	CONTACT DETAILS OF CREDITOR
<p>Default Interest Charges and Default Fees</p> <p>In the event of a default in payment and while the default continues, and/or in the event of you causing the Card Limit under the Agreement to be exceeded and while the Card Limit is exceeded, you must pay the default interest charges. In the event of a breach of the Agreement or on the enforcement of the Agreement, the default fees specified below are payable:</p> <ul style="list-style-type: none"> \$5.00 - Dishonour payment fee \$15.00 - Broken arrangement fee (in each instance) \$10.00 - Late payment fee Any costs incurred in the enforcement or attempted enforcement of this agreement <p>The Creditor may vary these fees and charges. Default interest is payable at the greater rate of F + 5% per annum and 28% per annum where "F" = the Annual Interest Rate shown above.</p>	<p>Name: Finance Now Limited (the "Creditor" or "FNL")</p> <p>Physical Address: 81 Yarrow Street, Invercargill</p> <p>Postal Address: PO Box 1204, Invercargill</p> <p>Phone: 0800 3652273</p> <p>Email: customer@financenow.co.nz</p> <p>You may send notices to Finance Now Limited by:</p> <ul style="list-style-type: none"> writing to FNL at its postal address; or sending an email to the address specified
REGISTRATION ON FINANCIAL SERVICE PROVIDER REGISTER	
Creditor Registration Name:	Finance Now Limited
Registration Number:	FSP42822

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WHAT TO DO IF YOU SUFFER UNFORESEEN HARDSHIP	RIGHT TO CANCEL
<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 FNL for a hardship variation. To apply for a hardship variation, you need to:</p> <ol style="list-style-type: none"> Make an application in writing; and Explain your reason(s) for the application; and Request one of the following: <ul style="list-style-type: none"> an extension of the term of the Agreement (which will reduce the amount of each payment due under the Agreement); or a postponement of the dates on which payments are due under the Agreement (specify the period for which you want this to apply); or both of the above; and Give the application to FNL. <p>Do this as soon as possible. If you leave it for too long, FNL may not have to consider your application.</p>	<p>You are entitled to cancel this Agreement by giving notice to FNL.</p> <p>Time limits for cancellation You must give notice that you intend to cancel this Agreement:</p> <ol style="list-style-type: none"> within 5 working days of the statement date on the front of this document if this Disclosure Statement is given to you in person; within 7 working days of the date the Disclosure Statement is sent if this Disclosure Statement is sent by email or otherwise provided electronically; or within 9 working days of the date of posting if this Disclosure Statement is posted to you. <p>Saturdays, Sundays and national public holidays are not counted as working days.</p> <p>How to cancel To cancel, you must give to FNL written notice that you intent to cancel the Agreement by-</p> <ul style="list-style-type: none"> giving notice to FNL or an employee or agent of FNL; or posting the notice to FNL; or emailing the notice to FNL's email address (specified on the front of this Disclosure Statement); or sending the notice to FNL's fax number (specified on the front of this Disclosure Statement). <p>You must also, within the same time, return to FNL any advance and any other property received by you under the Agreement.</p> <p>What you may have to pay if you cancel If you agree to cancel the Agreement, FNL can charge you the amount of any reasonable expenses FNL had to pay in connection with the Agreement and its cancellation (including legal fees and fees for credit reports, etc). If you cancel the Agreement, FNL can also charge you interest for the period from the day you received the advance until the day you repay the advance.</p>
DISPUTE RESOLUTION	
<p>FNL is a member of the Banking Ombudsmen dispute resolution scheme.</p> <p>It is free to make a complaint to this independent dispute resolution scheme. This scheme can help you to resolve any disagreement you have with FNL.</p> <p>Contact details of the dispute resolution scheme are:</p> <ul style="list-style-type: none"> Phone: 0800 805 950 Website: www.bankomb.org.nz <p>Business address: Freeport 218002, PO Box 25327, Featherston Street, Wellington 6146.</p>	