

About these Terms and Conditions

This Contract comprises:

1. The Disclosure Statement; and
2. These Terms and Conditions.

Before you sign this Contract you should read both documents carefully. Together they contain information we are required by law to give you and you should keep them for future reference.

1. Definitions

The following terms and expressions have the following meaning in the Terms and Conditions and the Disclosure Statement:

Access Method means: a) a method made available by us for you, and authorised and accepted by us, to act on an instruction or request to debit or credit an Account; and b) comprises the use of one or more components, including but not limited to Electronic Signature, signature, token or SMS.

Account means the account we set up to record your Transactions under this Contract.

Account Number means the unique number that identifies your Account.

Annual Fee means the annual fee specified in the Disclosure Statement.

Available Credit means the difference between the Credit Limit and the sum of the Outstanding Balance and any Transactions authorised but not yet posted to your Account.

Card means 'Yamaha Blue Card' issued by YMF.

Closing Balance means the closing balance of your Account as described on a Statement.

Contract means this Contract between you and us comprising the Disclosure Statement and these Terms and Conditions.

CCCFA means the Credit Contracts and Consumer Finance Act 2003.

Credit Limit means the amount specified as the Credit Limit in the Disclosure Statement or, if varied, the Credit Limit as varied.

Customer ID means a number we give you that identifies you as having an Account with us.

Daily Percentage Rate means the rate determined by dividing the Standard Annual Percentage Rate by 365.

Daily Promotional Rate means the rate determined by dividing the Promotional Rate by 365.

Deferred Repayment Period means a defined period for a Promotional Transaction where no repayment is required.

Direct Debit Request is an authority that allows us to debit your Nominated Account and to credit your Account.

Direct Debit Request Service Agreement means your agreement with us in respect of your Direct Debit Request.

Documents includes documents, notices, statements and disclosures relating to this Contract.

Drawdown means the advance or borrowing of money under your Account as part of a Transaction.

Drawdown Authority means your request to us for a Drawdown on your Account in respect of a Transaction and which may include details of any Interest Free Period or Promotional Rate that may apply to the Transaction.

Effective Date means the date that we assign to an amount that is debited, or where relevant, credited to your Account.

Electronic Equipment means any electronic device which is capable of receiving emails or SMS messages including but not limited to a computer or mobile telephone.

Electronic Signature in relation to information in electronic form means a method used to identify a person and to indicate that person's approval of that information.

Information means commercial, personal or credit information (including credit default information, ongoing credit account information and repayment history information) about you.

Interest Free Period for a Transaction means a period specified at the time of the Transaction during which we will not charge interest in respect of that particular Transaction. At the expiry of the Interest Free Period interest will be charged on any Outstanding Balance for that Transaction at the Standard Annual Percentage Rate. The maximum duration of any Interest Free Period is specified in the Disclosure Statement.

Interest Rate means the Standard Annual Percentage Rate set out in the Disclosure Statement or as notified to you from time to time. The rate is a variable interest rate and subject to change.

Invoice (Order or Receipt) means the document provided to you by the Merchant at the time of Purchase recording details of the Purchase including details of any Interest Free Period or Promotional Rate that may apply.

Disclosure Statement means the YMF Line of Credit Facility Schedule document including the financial table provided to you which forms part of this Contract.

Merchant means a retailer, dealer or supplier of goods or services approved by us who accepts payment for the Purchases.

Minimum Repayment Amount means the minimum amount you are required to pay us by the Payment Due Date as notified on your Disclosure Statement or Statement.

Minimum Transaction Amount means the amount specified as the Minimum Transaction Amount in the Disclosure Statement or, if varied by us, the Minimum Transaction Amount as varied and notified.

Monthly Account Fee means the monthly account keeping fee specified in the Disclosure Statement.

Nominated Account means the account nominated in the Direct Debit Request.

Outstanding Balance means the difference between all amounts credited to and all amounts debited from the Account.

Past Due Amount (Overdue) means the amount described as such on your Statement, which includes but not limited to repayments not made by the Payment Due Date.

Payment Due Date means the date described as such on your Statement as the day by which you are required to make your Minimum Repayment Amount.

Purchase means a Drawdown to pay a Merchant for the supply of goods and services.

Promotional Rate for a Promotional Transaction means the percentage rate of interest per annum notified at the time of a Promotional Transaction and confirmed by YMF as part of the Transaction authorisation. The maximum duration of any Promotional Rate is specified in the Disclosure Statement.

Promotional Term means the period of time that applies to a Promotional Rate.

Promotional Transaction means a Transaction that is subject to a Promotional Rate and a Promotional Term, and may be subject to a Deferred Repayment Period.

Related Companies has the same meaning given to it in section 2(3) of the *Companies Act 1993*.

Responsible Lending Code means the Responsible Lending Code issued by the Minister of Commerce and Consumer Affairs and includes all variations and revisions.

SMS means the telecommunications "short message service" technology which may allow text messages to be sent to your Mobile Phone.

Standard Annual Interest Rate means the relevant annual percentage rate applicable to the Outstanding Balance or part of the Outstanding Balance in your Account as specified in the Disclosure Statement or as notified to you from time to time.

Statement means a statement of account issued by us in respect of your Account.

Terms and Conditions means this YMF Line of Credit Facility Terms and Conditions document which forms part of this Contract.

Transaction means any Transaction authorised by you and accepted and authorised by us under this Contract, including but not limited to a Purchase.

Transaction Amount means the dollar amount related to a Transaction posted to your Account.

Transaction Date means the date that a Transaction is processed to your Account which is described as such in a Statement.

Unauthorised means without your knowledge or consent.

Unpaid Promotional Transaction Balance means the amount outstanding for any Promotional Transaction.

we, us, our means YMF and includes its' successors and assigns and anyone acting on our behalf.

Working Day means a day that is not a Saturday, Sunday or Statutory Public Holiday in New Zealand, unless the CCCFA requires otherwise.

you, your means the Borrower, the holder of the Account, and where more than one includes each of you individually and all of you collectively.

YMF means Yamaha Motor Finance New Zealand Limited.

2. Contract

This Contract comprises the Disclosure Statement and these Terms and Conditions. This Contract governs all Transactions made using the Account.

3. Nature of the Account

This Contract operates as a revolving credit facility by using the Account.

4. Account Activation

You cannot make a Transaction until your Account is activated. Your Account is activated after your Line of Credit Application is approved and you have received confirmation from YMF.

5. Communications between Us

- a) You authorise us to use your email, your telephone number or our website to communicate with you. This includes the giving and receiving of Statements, Documents or other information we are permitted to give you electronically under the CCCFA, and to notify you of any changes to this Contract. You may cancel your authorisation to receive Documents or information electronically at any time, by notifying us in accordance with clause 5 c).
- b) You must tell us if you change your name, your address, email address, your telephone number or your mobile telephone number.
- c) If you have to give us a Document or other information then you can:
 - (i) leave it at our office address as shown on the Disclosure Statement, or any other address we tell you; or
 - (ii) email it to an email address we tell you
- d) Unless any specific law sets out how we must give you Documents or other information, we can do so by:
 - (i) delivering it to you personally; or
 - (ii) leaving it at, or sending it by post to, your residential or postal address last known to us; or
 - (iii) emailing it or sending it by SMS, to the email address or telephone number you have provided to us, or that is last known to us; or
 - (iv) placing Documents or other information on our website, or by making them available to you through an online portal, or through any other application which you have signed up to; or
 - (v) publishing a public notice or displaying the Document or information in our Merchant branches or on our website if we have to give other borrowers the same information.
- e) If you have provided us with your email address or a mobile telephone number you must:
 - (i) regularly check your email address and mobile telephone to see if you have received any emails or an SMS from us;
 - (ii) maintain and check your Electronic Equipment, your email address and mobile telephone number regularly to ensure it is always capable of receiving emails or an SMS from us.

You are responsible for printing or saving important Documents and information, and we strongly recommend that you do so.

6. Obtaining Credit on your Account

We may allow you to obtain credit by making a Transaction on your Account through any Access Method we determine which may include:

- a) making a Purchase with any Merchant authorised by us; or
- b) any other Access Method we authorise from time to time.

To find out which Merchants are recognised by us please check our website or telephone our customer service team.

Transactions on your Account are authorised using the signature or such other of the Access Methods.

Note that not all Access Methods may be available for your Account.

We are not liable for any refusal or failure of a Merchant to accept your instructions, unless this is required by law or a code, or is covered by the Terms and Conditions.

All Transactions made from your Account will be debited to your Account and you agree to repay them to us in accordance with this Contract. Daily or periodical transaction limits may apply on the number or value of Transactions on your Account you may make using different Access Methods. If we apply or vary any daily or periodic transaction limit we will advise you.

All Transactions made from your Account are at our absolute discretion.

Unless the law or these terms permit otherwise, all Transactions made from your Account are irreversible and cannot be stopped.

7. Repayments

- a) You must pay us the Minimum Repayment Amount by the Payment Due Date. You may choose to pay more if you wish but you must not put the balance in your Account in to credit. By paying more than the Minimum Repayment Amount you will reduce the Outstanding Balance and reduce the interest charged to your Account.
- b) An explanation of the Minimum Repayment Amount is set out in the Disclosure Statement.
- c) Minimum Repayment Amounts must be made by the Payment Due Date during the Interest Free Period for all Transactions other than Promotional Transactions with a Deferred Repayment Period.
- d) Where a Deferred Repayment Period applies to a Promotional Transaction or balance, you are not required to make repayments until the end of the Deferred Repayment Period. Interest will continue to accrue on the Promotional Transaction at the Promotional Rate during the Deferred Repayment Period.
- e) You are responsible for ensuring that payment is received by us on time on or before the Payment Due Date.
- f) If the Payment Due Date is not a Working Day, or on the 29th, 30th or 31st of a month that does not include such a day, you must ensure it is received by us by the next Working Day.

If your Statement shows a Past Due Amount (Overdue) or refers to an amount "Due Immediately" you must also pay us that amount immediately on receipt of your Statement.

8. Interest Rate and Interest Rate changes

- a) The Interest Rate(s) that apply to your Account is stated in the Disclosure Statement or as varied or otherwise agreed by us.
- b) If an Interest Free Period or Promotional Rate apply to a Transaction, details of the Interest Free Period or Promotional Rate will be provided at the time of the Transaction.
- c) We may change the Interest Rates from time to time and if we do so, we will advise you of the change in accordance with this Contract.

9. Calculation of Interest

- a) Interest is calculated:
 - (i) by applying the Daily Percentage Rate to the Outstanding Balance for the end of each day (excluding from the Outstanding Balance any Transactions which are subject to an Interest Free Period or where a Promotional Rate applies); and
 - (ii) by applying the applicable Daily Promotional Rate to the outstanding balance of each Promotional Transaction at the end of each day.
- b) Interest is not charged on a Transaction which is subject to an Interest Free Period, for the period of that Interest Free Period.
- c) Interest is calculated and accrued daily. Accrued interest is charged and debited to your Account (which increases the Outstanding Balance) on the last date of each month.

- d) When you pay all the monies owing under this Account, interest that has accrued up to (but not including) the date of final payment that has not been debited to your Account will be debited to your Account at that time and will be payable by you as part of your final payment. Under this Contract, accrued interest debited on a day will not include interest relating to that day.

10. Application of Repayments

A repayment will be treated as being made on the Effective Date. The Effective Date for each repayment will be set out in your Statement.

We will apply your repayments to your Outstanding Balance as follows:

- a) if more than one annual percentage rate applies to different parts of the Outstanding Balance of your Account, we will first apply repayments to that part of the Outstanding Balance to which the highest annual interest rate applies, next to that part of the Outstanding Balance to which the next highest rate applies and so on;
- b) if the same annual percentage rate applies to all parts of the Outstanding Balance of your Account, we will apply the repayments to the oldest transaction first, then the next oldest transaction and so on; and
- c) payments will be applied to the Outstanding Balance taking in to account the Transaction amount, Establishment Fee, Annual Fee, Monthly Account Fee, late payment or dishonour fee, and any other fees or charges in order of Transaction date, until the Outstanding Balance is paid in full.

11. How to make Repayments

Repayments must be made in a manner shown on your Statement, as amended from time to time, which may include the following:

- a) direct debit from your Nominated Account (by completing a Direct Debit Request); or
- b) sending a cheque or money order to YMF; or
- c) any other method we advise.

12. Credit Limit

Your Credit Limit is the amount specified in the Disclosure Statement or such other amount as we may authorise. Subject to any Transaction limits, you may Drawdown up to your Credit Limit. You must ensure that you do not exceed your Credit Limit.

If your Credit Limit is reached or exceeded, fees, Government charges and interest will continue to be charged to your Account even if debiting these items results in you exceeding your Credit Limit. Your Credit Limit does not change because your Account balance exceeds your Credit Limit. Any excess above your Credit Limit shall be immediately repayable by you without the necessity for YMF to demand repayment. Should your Account reach the Credit Limit, you should not initiate, and we may not authorise, further Transactions on your Account.

We will increase your Credit Limit at your request or with your written consent, subject to our approval. You may request us to reduce your Credit Limit at any time.

As per clause 20 we may decrease your Credit Limit at any time.

13. Credit Balances

The Account must not have a credit balance. However, if your Account has a credit balance, Transactions on your Account will firstly be applied to reduce your credit balance.

We will not pay interest on the credit balance of your Account.

14. Fees Payable

You must pay us the fees and charges in the amounts and the circumstances set out in the Disclosure Statement, as varied from time to time, and any other fees or charges determined by us. We will debit the fees and charges to your Account when they are payable and they will appear on your Statement. Debited fees and charges will form part of your Outstanding Balance.

15. Government Fees and Charges

You must pay all Government duties, rates, taxes and charges now, or in the future, charged on or otherwise payable in relation to this Contract or your Transactions. You must pay us the amounts in accordance with the relevant legislation, whether or not you are liable for them under that legislation. We may debit these to your Account and they will appear on your Statement. These debited fees and charges will form part of your Outstanding Balance.

16. Accessing your Account

We may provide you with access to your Account, at our absolute discretion, to obtain information or give us instructions using any one or more of the following Access Methods:

- a) our website;
- b) our customer service team;
- c) a Merchant recognised by us; or
- d) any other method that we determine from time to time.

17. Your email address and mobile telephone number

We may use your email address as part of our secure log in and/or Transaction authorisation process, or to advise you of any enhancement or changes to your Account which may alter our delivery of, or your ability to use your Account. You need to keep your email address current. You may update your email address by contacting us. If you do not provide us with a correct email address, you may not receive important Documents, other information and Statements regarding your Account.

If you have given us a mobile telephone number, we may use this number to send you an SMS as part of the Transaction authorisation process and other Documents or information relevant to this Contract. You need to keep your mobile telephone number current. You may update your number by contacting us. If you do not provide us with your correct mobile telephone number you may not be able to transact on your Account, and you may not be notified of important information regarding your Account.

18. Liability for Unauthorised Transactions on your Account

You are liable for all losses and costs in respect of an Unauthorised Transaction when:

- a) you have unreasonably delayed in advising us of any suspected or unauthorised use of your Account; or
- b) we believe you have acted in a fraudulent or negligent manner.

You are not liable for losses or costs in respect of an Unauthorised Transaction when:

- a) the Unauthorised transaction occurred after you had advised us of suspected use of your Account;
- b) a Transaction is incorrectly credited or debited to your Account by us; or
- c) you have advised of any suspected or unauthorised use of your Account within a reasonable period and we believe you have not acted in a fraudulent or negligent manner; or
- d) it was caused by the fraudulent or negligent conduct of employees or agents of:
 - (i) us;
 - (ii) any organisation involved in the provision of the EFT System; or
 - (iii) any Merchant; relating to a forged, faulty, expired, fraudulent or cancelled Transaction

If you are concerned about any Unauthorised Transactions or other suspicious activity on your Account, please contact our customer service team immediately.

19. Statements

You will receive a Statement each month where there has been a Transaction made on your Account or where there is an Outstanding Balance in the applicable period, unless we are excused from doing so under law. You are also entitled to ask for a Statement at any time. We may charge you a fee to provide a Duplicate Statement or Statements on request. All our Statements are provided electronically unless specifically requested otherwise.

It is your responsibility to check your Statement carefully as soon as you receive it and immediately notify us of any errors or Unauthorised Transactions. So that you can check your Statement you may wish to keep all your records of all your Invoices. Statements will include details for each Transaction, including any Interest Free Period or Promotional Rate that applies to a Transaction.

20. Changes to this Contract

Subject to the law we may vary this Contract at any time without your consent, including:

- a) changing an Interest Rate or the way we calculate or charge interest (other than the Promotional Rate);
- b) changing the amount, frequency, time for repayment, or method of calculating any repayments;
- c) changing the amount, frequency or time for payment of any fee or charge or how we calculate them;
- d) imposing a new fee or charge;
- e) reducing (but not increasing) the Credit Limit;
- f) changing the method of calculating or debiting interest; or
- g) changing the Minimum Transaction Amount.

We will give you notice of any change in accordance with any requirement of the CCCFA or any other law which may apply.

We will give you at least 5 Working Days notice of a change if:

- a) the change will impose or increase any fees or charges relating to the use of an Access Method, or the issue of an additional Access Method; or
- b) we impose, remove or adjust daily or other periodic transaction limits applying to the use of an Access Method.

Unless any law requires, we are not obliged to give you any advance notice if an immediate change to the Terms and Conditions is deemed necessary for the security of individual accounts. We will give you notice of any other changes in the Terms and Conditions in accordance with this Contract.

21. Changes in your circumstances

You must contact us immediately to inform us of a change in your particulars, including when:

- a) your contact details change (including telephone numbers, residential and email address);
- b) you have changed any of your names;
- c) you have been declared bankrupt or commit an act of bankruptcy;
- d) you would like to appoint a person to act on your behalf under a power of attorney; or
- e) your payment instructions change (for example you may wish to change your current Nominated Account details).

You must also tell us if you think there is any information that we should be aware of about your ability to comply with this Contract.

We may require written proof for changes in personal details.

22. Service of Notices

To the extent permitted by law, any notice, other Document or any other information given by us under this Contract or required by law or industry code or guideline may be given in writing, can be signed by any of our officers, and can be delivered personally, by pre-paid mail to your nominated address, or electronically including by email or SMS to your nominated email address or telephone number, or to your email address or telephone number last known to us. Subject to any applicable law, any notice, other Document or any other information that we give or send you shall be deemed to have been received by you as follows:

- a) if given to you personally, when it is received by you;
- b) if left at your address, when it is left;
- c) if posted to you, when it would be delivered in the ordinary course of post, but no later than the fourth Working Day after the day on which it is posted; or
- d) if sent to you electronically including by email or SMS, on the earlier of the date it is received by you or the second Working Day after the day on which we sent such notice, other Document or other information to you.

23. Information

You authorise us to make enquiries with, collect, use and disclose Information to and from, a third party (including any of the our associated entities, Related Companies, agents, or Merchants, or any credit reporters, debt collectors, accountants, lawyers, data hosting providers, the Police and any government agency), which we consider necessary to:

- a) make a credit decision about you in relation to this Contract, including monitoring the performance of your obligations to us, or to better service you;
- b) recover any amount you owe us or any of the our associated entities or Related Companies, and to take enforcement action against you;
- c) comply with any laws in New Zealand and overseas, including our obligations under the Anti-Money Laundering and Countering Financing of Terrorism Act 2009;

- d) utilise the services provided by those third parties in connection with this Contract and the other purposes listed in this clause 23;
- e) monitor and screen you for anti-money laundering, countering financing of terrorism, fraud or crime detection purposes; and
- f) provide you with information about products and services we, and any of our associated entities, Related Companies, agents, Merchants or any other organisation with which we do business, can provide to you, or for other marketing purposes, unless you tell us not to.

You authorise us to collect, use and disclose your credit account information (including the type and status of accounts, the amount of credit extended and credit limits, and the nature and frequency of repayments, ongoing credit account information, repayment history information and credit default information, to and from credit reporters.

You agree that the Information and credit account information referred to in this clause 23 disclosed by us to credit reporters may be listed on their systems, used by them to provide their credit reporting services, and supplied to their customers who use their services to make credit decisions about you. This includes other lenders, other credit providers and other persons that use their services. You authorise those parties to hold and disclose such information for those purposes.

You must provide all information we believe we require to comply with all laws in New Zealand or overseas.

24. Applicable Law

This Contract is subject to the laws of New Zealand.

25. Evidence

You agree that any record of a Transaction provided to us by a Merchant is admissible evidence of the Transaction and of the amount shown and that, unless the contrary is established, it is conclusive evidence.

Further, you also agree that any statement (including, but not limited to, a statement of account or a default notice) that has been given to you by us or a person acting on our behalf, is admissible evidence of that fact or matter in the statement and that, unless contrary evidence is established, it is conclusive evidence.

26. Assignments of rights and disclosures

This Contract cannot be assigned by you without our prior written consent.

You authorise us to assign, transfer or otherwise deal with our rights under this Contract without the need to obtain further consent from you. This will not affect your rights or obligations under this Contract.

You consent to us disclosing on a continuous basis any information or documents relating to you we consider necessary to assign such rights, manage the assigned Contract and assess your total liabilities to us and any related entity.

27. Exercise of our rights

If we decide not to exercise a right, remedy or power, this does not mean we cannot exercise it later and you agree we are not stopped from doing so. In addition, we are not liable for any loss caused by exercising or attempting to exercise a right remedy or power or not exercising it, whether or not it is caused by our negligence.

28. Closure of, or denial of, access to your Account

- a) You may request that your Account be closed by:
 - (i) giving us notice in writing or contacting us; and
 - (ii) paying any Outstanding Balance in full, including Transactions, interest charges and fees and charges not yet shown on your Account.

If you request that we close your Account:

- (i) no further Transactions will be permitted; and
 - (ii) your obligations under this Contract will continue until you pay us the total amount you owe us (including interest charges, fees and charges and other amounts you become liable to pay under the Contract and which are not yet debited to the Account).
- b) We may decide at any time without prior notice and whether or not you are in default to:
 - (i) suspend your Account; or
 - (ii) close your Account.

We will advise you if we do so. In either event:

- (i) you will not be allowed to make any further Transactions; and
- (ii) you must continue to pay the Minimum Repayment Amount each month and, if relevant any Past Due Amount.

Subject to clause c), if we suspend your Account, you may continue to access information about your Account. We will advise you when your Account is no longer suspended.

- c) We may, at any time, deny access to your Account for any reason including suspected fraudulent use, non-compliance with this Contract or if we consider a security issue has arisen which requires further investigation.

29. Default

You are in default if:

- a) the payment of a Minimum Repayment Amount is not made in full by the relevant Payment Due Date; or
- b) the Outstanding Balance of your Account exceeds the Credit Limit;
- c) you do not comply with any other terms or conditions of this Contract;
- d) we believe, on reasonable grounds, that we were induced by fraud on your part to enter into this Contract;
- e) you make any materially false or misleading representation to us; or
- f) any payment of any amount payable under this Contract is dishonoured.

If you are in default we may send you a default notice specifying the details of the default, how it may be corrected, and how long you have to correct it.

If you do not remedy the default within the time allowed then all amounts you owe us (including amounts which have been accrued or authorised, but are not yet debited to your Account) will be immediately due and payable. We may exercise our rights under this Contract at law.

Enforcement expenses and collection costs may be payable if you default. You must pay to us all reasonable enforcement expenses and collection costs incurred by us or our agents in exercising our rights because you default. Enforcement expenses and collection costs when charged are debited to your Account, and when we do they will be added to and form part of the Outstanding Balance.

Enforcement expenses may include court costs, costs on a solicitor/client basis and reasonable administration costs.

30. Commission

If we pay or receive commissions in respect of the Account, details of the commission as known will be disclosed in the Disclosure Statement.

31. Exclusions of Warranties and Representations

- a) We do not warrant that recognised Merchants will accept Purchases. You should always enquire beforehand before selecting goods or services.
- b) We do not accept any responsibility should a Merchant refuse to accept or honour the Transaction.
- c) If you make a complaint or have a dispute regarding a Transaction you must still pay us all amounts and charges charged to your Account. However, if you dispute a transaction made using your Account within 30 days of that Transaction, in certain circumstances, and after due process and investigation, we may seek a reversal of the Transaction on your behalf (for example, where you did not receive the goods or services paid for). This involves the "charge back" or debiting of the Transaction from the Merchant's account with its financial institution, and a crediting of that amount to your Account.

32. Warranties

You agree that all statements made, information and documents provided in connection with the application to us for the Account and all representations which you have made or may make to us whilst the Account is open are true and correct, and that you will update and inform us of any changes to any information. You acknowledge that we have relied upon the correctness of those statements, information, documents or representations in entering into this Contract and will continue to do so in our dealings with you.

33. Legal rights

You have certain rights at law which cannot be limited or excluded. Nothing in the Terms and Conditions limits or excludes those rights, however our liability is limited to the maximum extent permitted by law.

If any provision of this Contract is or becomes invalid, unenforceable or breaches any mandatory law or applicable code (including the Responsible Lending Code) then it is deleted and will not affect the remaining parts of this Contract.

34. Other loss or damage we may incur

Subject to this Contract, and in addition to any rights we have to recover the Outstanding Balance of your Account, you agree to pay us for any loss, damage or costs we might have if:

- a) you breach any law or regulation that applies to your Account or Transactions;
- b) you do not use your Account correctly; or
- c) you breach this Contract.

We are not responsible for any loss if a password is stolen or misused except where we agree in this Contract or where by law or applicable code you are not responsible for any such loss.

35. Joint Account

Joint accounts are held by more than one person. Any one of you alone can effect a Transaction on your Account.

If this is a joint account your obligations as debtors are both joint and several.

If we are aware of a dispute we may change the way the Account can be accessed and may require all of you to agree before a Transaction can be carried out.

36. Interception and recording of communications

You agree and acknowledge that we can intercept, record, read or view by any means any communication you may have with or make to us by any means. Communications include telephone calls, emails and any other form of electronic or wireless communication.

37. Anti-Money Laundering and Counter-Terrorism Financing

- a) You acknowledge that:
 - (i) we are subject to various Anti- Money Laundering and Counter-Terrorism Financing laws (AML/CTF) which include prohibitions against any person dealing with the proceeds of, or assets used in, criminal activity (wherever committed) and from dealing with any funds or assets of, or the provision of finance to, any person or entity involved (or suspected of involvement) in terrorism or any terrorist act; and
 - (ii) the AML/CTF laws may prohibit us from offering services to, or entering into, or conducting Transactions with you.
- b) You agree:
 - (i) that we are not required to accept or execute any instruction, or take any other action under, or in connection with, this Contract if we are not satisfied as to your identity, or where we suspect on reasonable grounds that by doing so we may breach the AML/CTF laws;
 - (ii) that we may delay, block or refuse to release any monies on your instructions, if we believe on reasonable grounds that to do so may breach any law in New Zealand or of any other country, including the AML/CTF Laws; and
 - (iii) that we will incur no liability to you for any loss you suffer (including consequential loss) however caused by reason of any action taken or not taken by us contemplated in paragraph b) (i) and (ii).

You agree to provide all Documents and other information to us which we require to comply with any law in New Zealand or any other country, including the AML/CTF laws, and agree that we may disclose any such Documents or other information which you provide to us, or about Transactions you conduct, or seek to conduct, with us where we required to do so by any such laws. You undertake that the payment of monies in accordance with this Contract or any instructions given by you will not breach the AML/CTF laws and you agree to indemnify us against any loss arising where you breach this undertaking.

38. No set off or counterclaim

You agree to make all payments you owe us under this Contract in full, without any set-off or counterclaim. This means that you cannot deduct anything that you claim we owe you, or could in the future owe you.

39. Feedback and complaint management

You may contact us with your feedback including any complaints by:

- a) emailing us at customerservice@ymf.com.au
- b) calling our customer service team on 0800 777 123
- c) sending a letter detailing your concern to complaints@ymf.co.nz
- d) clicking on the contact us button on our website.

We will process your complaint as per our complaints policies and procedures.

If your complaint cannot be resolved promptly, our Complaints Officer will take responsibility and work with you to resolve the matter. A final written response will be provided within 45 days.

If you remain dissatisfied with the outcome and would like an independent review of the complaint and the result you can refer your complaint to:

Financial Services Complaints Limited

Phone:(Call Free) 0800 347 257 or Wellington 04 472 (3725)

Website: www.fscl.org.nz

Email: complaints@fscl.org.nz

Business Address: Level 4, 101 Lambton Quay, Wellington 6011

Creditor registration name: Yamaha Motor Finance New Zealand Limited Registration number: 682