

# Platform and Website Terms and Conditions

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## Squirrel Money Limited – Peer-to-peer and wholesale lending platform (the Platform)

These terms and conditions set out requirements in relation to an application for membership of the Platform and the operation of the Platform. These terms also apply to your browsing and use of this website. By accessing the website and Platform you agree to be bound by them.

Unless the context otherwise requires, capitalised words and phrases have the meanings given to them under the heading “Definitions and interpretation” in these terms.

The terms apply to both Retail and Wholesale Investors, however we may adapt or change criteria, processes and conditions for Wholesale Investors from time to time.

## PLATFORM TERMS AND CONDITIONS

### Application for membership

1. In order to use the Platform as an Investor or a Borrower, you must apply for membership using the online application form, or via an adviser. Any person can apply to be a member on their own behalf or on behalf of an entity or trust.
2. In order to be accepted as a member of the Platform, individuals must:
  - a. be a permanent New Zealand resident;
  - b. be 18 years of age or older at the time you submit your application;
  - c. have a New Zealand domiciled bank account;
  - d. fully and completely provide all of the information required in the application form;
  - e. complete all verification processes in relation to your identity and personal information to our satisfaction; and
  - f. if you are an Investor, not be carrying on the business of being a creditor under a credit contract (as defined in the CCCFA), unless registered to do so on the FSPR; and
  - g. meet any other requirements notified by us to you from time to time.

We may apply different eligibility criteria for trusts, entities or Wholesale Investors. In particular, we may require Wholesale Investors to be “Wholesale Investors” for the purposes of the FMCA.

3. We can accept or decline your application for membership at our sole discretion.
4. You can withdraw your application for membership at any time by notifying us at the email address set out at paragraph 71 or via the Platform.
5. Once we accept your application for membership, you may apply to be an Investor or a Borrower under the Platform.
6. We may suspend or terminate your membership of the Platform and/or your status as an Investor or Borrower at any time upon written notice to you. Any Loan Agreement to which you are a party, or to which the Trustee is a party on your behalf, outstanding at the time of such suspension or termination will continue to be governed by the terms and conditions set out in the Investor Documents or the Borrower Documents as applicable, until such time as the relevant Loan Agreement has been terminated or expired in accordance with its terms.

## Becoming an Investor

7. In order to become an Investor on the Platform, you must:
  - a. submit an application to become an Investor and meet any eligibility requirements for Investors notified by us from time to time; and
  - b. fully and completely provide all of the information required in the Investor application form.
8. You may withdraw an application to become an Investor at any time on notification in writing to us at the email address set out at paragraph 71 or via the Platform.
9. Once an application to become an Investor has been accepted by us, you may use the Platform to deposit funds into an On-Call Account and will be eligible to submit one or more Investment Orders on the Platform subject to the terms and conditions set out in the Investor Agreement and the other Investor Documents.

## Becoming a Borrower

10. In order to become a Borrower on the Platform, you must:
  - a. submit an application to become a Borrower;
  - b. complete all credit checks and assessments we undertake in relation to your application and have an acceptable credit record as determined by us; and
  - c. fully and completely provide all of the information required in the Borrower application form.
11. You authorise us to undertake any credit, verification or other checks we deem necessary in relation to your application to become a Borrower as well as the on-going performance of your obligations under a Loan.
12. Credit checks include a credit assessment based on the length of current employment, income and earnings, debt servicing, business financial reports and other relevant factors in order to assess the Borrower's creditworthiness. We assess a Borrower's servicing ability based on income and expense information provided in their application. On all Loan applications we will verify the financial information provided by the Borrower by obtaining three months of bank transaction history and recent payslips or proof of income. Where a loan is secured and the security is obtained in respect of real property, we will obtain a copy of the title to help assess the security, and a statement of rates to ensure these are not in arrears.
13. Where the security for a loan is provided by personal property (such as cars or other assets), we will check the Personal Property Securities Register to ensure that other security is not registered in relation to the relevant asset.
14. You may withdraw an application to become a Borrower at any time on notification in writing to us at the email address set out at paragraph 71 or via the Platform.
15. Once an application to become a Borrower has been accepted by us, you will be approved as a Borrower and you may use the Platform to apply to list a Loan on the Platform subject to the terms and conditions set out in the Borrower Agreement, the other Borrower Documents and the Fair Dealing Policy.
16. The Borrower's approval will be valid for a period of 30 days following notification to the Borrower. In the event that the Borrower does not apply to list a Loan on the Platform within that period, the Borrower's approval will lapse. The Borrower will need to reapply to become a Borrower in order to list a Loan on the Platform after the date the approval lapses including providing to us all information and meeting all criteria required in connection with an application to become a Borrower.

## Arrangements for Investors

17. As an Investor, you may use your On-Call Account(s) to save and earn interest, or to hold funds to cover any Investment Orders for Loans you make via the Platform from time to time.
18. Each Loan which an Investor participates in under the Platform will be made by the Trustee (as bare trustee) on the Investor's behalf and that of each other Investor (where applicable) participating in the relevant Loan. Multiple Investors may participate in a Loan, in which case each Investor will have an interest (held by the Trustee as bare trustee) in the principal and interest payable (where applicable) under the Loan Agreement based on the proportion of the value of the Loan contributed by the relevant Investor.

19. An Investor may not deal directly with the Borrower or any Guarantor and all correspondence and actions required in respect of the Borrower, any Guarantor and/or the Loan will be undertaken by the Trustee or on the Trustee's behalf as set out in the Investor Agreement.
20. Further information on the trust relationship between Investors and the Trustee is set out in the Investor Agreement.

## The Platform

21. Investment Orders may be subject to requirements notified on the Platform from time to time including in relation to maximum total investment amounts and individual Investment Order amounts.
22. Once an Investor submits an Investment Order on the Platform, unless withdrawn before it has been matched with a Loan and the full value of the Loan has been met, the Investment Order is a binding offer to participate in a Loan or Loans for the purposes of the FMCA as determined by the Platform and on the terms of the Investment Order and the Loan Agreement. An Investment Order may match with a new Loan or a Loan being transferred via the Secondary Market.
23. A Borrower may apply for a Loan and will be credit checked by us, assigned an interest rate, and, following provision of the Borrower Disclosure to the Borrower and any Guarantor (where applicable), will enter into a Loan Agreement with the Trustee (on behalf of participating Investors to be identified through the matching process below). Loan Agreements are conditional on sufficient Investment Orders from Investors being successfully matched to the Loan.
24. Subject to paragraphs 25 and 26, we will match Investment Orders with Loans on the basis of the following criteria:

### For new Loans:

- a. Loans are ranked on a "first come, first served" basis, with Loans submitted for funding earliest in time having priority over later submitted Loans.
- b. Investment Orders are ranked a "first come, first served" basis within each Investment Class and Investment Term, with Investment Orders submitted earliest in time having priority over later submitted Investment Orders.
- c. Once Loans and Investment Orders have been ranked on the basis set out above, the first ranked Investment Order will be matched with the first ranked Loan up to the full value of the Investment Order (where the value of the Loan is equal to, or exceeds, the Investment Order) or the full value of the Loan (where the value of the Loan is less than the Investment Order).
- d. Where the first ranked Loan exceeds the first ranked Investment Order, the first ranked Investment Order will be matched with the Loan and lower ranking Investment Orders (in the order of priority as determined above) will subsequently be matched until the full value of the Loan is met.
- e. Where the full amount of an Investor's Investment Order is not matched under a Loan, the balance of the Investment Order will remain on the Platform to be matched to Loan(s) on the basis set out above, unless the balance of the Investment Order is withdrawn by the Investor prior to being matched.
- f. Once one or more Investment Orders have been matched to a Loan so that the full value of the Loan has been met, we will proceed to settle the Loan under the terms of the Loan Agreement. Investors whose Investment Orders have been matched to that Loan will be notified of the match via the Platform and via email.

### For Loans transferred via the Secondary Market:

- g. Interests in Loans for transfer are ranked on a "first come, first served" basis, with interests in Loans submitted for transfer earliest in time having priority over later submitted interests in Loans put up for transfer.
- h. An Investment Order will be automatically matched with an interest in a Loan via the Secondary Market where the Investment Order meets the Automatic Transfer Criteria (as described in the Secondary Market Rules).
- i. In the event that there is more than one Investment Order which meets the Automatic Transfer Criteria, eligible Investment Orders will be ranked on a "first come, first served" basis, with Investment Orders submitted earliest in time having priority over later submitted Investment Orders.

- j. Where an interest in a Loan available for transfer on the Secondary Market cannot be matched to available Investment Orders under the Automatic Transfer Criteria, the Secondary Transfer Criteria (as described in the Secondary Market Rules) will be applied by the Platform.
  - k. Once the transferring Investor's interest in the Loan is matched with an Investment Order on the basis set out above, the transferring Investor will be notified of the match and the Trustee will arrange for the repayment to the Investor of the outstanding balance of their interest in the Loan.
  - l. Where the full amount of an Investment Order is not matched via the Secondary Market, or the person submitting the Investment Order declines to accept an offer to be matched with an interest in a Loan for transfer, the balance of the Investment Order will remain on the Platform to be matched with Loans on the basis set out in these terms.
  - m. Where we are aware that the interest rate of a Loan to be transferred via the Secondary Market is less than the prevailing interest rate for that Investment Class, or a Credit Event has occurred in relation to a Loan to be transferred via the Secondary Market, being:
    - i. the Borrower has previously missed a payment due under the Loan (whether or not the default in payment has been covered by the Reserve Fund); or
    - ii. the Loan is currently in arrears; or
    - iii. there has been a material adverse change in the Borrower's credit profile from the position in the credit assessment undertaken by us prior to the Loan being advanced to the Borrower,
 we will disclose the Interest Rate and/or Credit Event to prospective Investor(s) and the interest in the Loan will only be transferred where the prospective Investor(s) have indicated via the Platform that they accept the offer of the interest in the Loan having been made aware of the Interest Rate and/or Credit Event.
25. Where the balance of a Loan to be matched with an Investment Order via the Platform from time to time is less than \$100, we may fund the balance of the Loan in order to ensure the efficient operation of the Platform. We, or entities associated with us, may use the Platform in the capacity of an Investor.
26. We may permit an Investor to fund Loans on the Platform in the capacity of a Wholesale Investor, a Retail Investor or both for different investments. For clarity, this does not affect the entitlement of any Investor to the protection of a Reserve Fund if a Loan they are participating in is transferred into the set of Loans that are defined as being covered by a Reserve Fund.
27. The Wholesale Investor(s) associated with Squirrel will take priority over Retail Investors in the following situations:
- a. to provide initial funding for Home Loans and Construction Loans that require guaranteed funding on specific dates; and
  - b. where there are insufficient Investment Orders by Retail Investors to meet the full value of any other Loan and the Loan has been awaiting funding for more than 24 hours.
- To the extent that a Wholesale Investor that is associated with Squirrel holds Loans that qualify for transfer to Retail Investors ("Qualifying Loans") per the Secondary Market Rules, we will ensure that at least one Loan is always made available for transfer to Retail Investors (to the extent that we hold a Qualifying Loan that is available for transfer). Qualifying Loans will be made available for transfer on a 'first in, first out' basis, with Loans settled earliest in time having priority over later settled Loans.
28. We may correct any error in a Loan Agreement or other document at any time (and take any further steps we consider necessary, including any transfer of funds) where a document does not match the agreement between the parties.
29. We will operate the Platform at all times in compliance with our Fair Dealing Policy. A copy of the Fair Dealing Policy can be accessed [here](#).

## Interest

- 30. Interest received on balances held in your On-Call Account will either be paid to Squirrel as a Service Margin, or we may offer for you to retain a share of such interest up to a rate published on our website, in accordance with the Investor Agreement.
- 31. The interest rate payable by the Borrower in relation to a Loan is the aggregate of the interest rate payable to Investors (determined on the basis below), the Service Margin and any amount payable to the applicable Reserve Fund.
- 32. The Prevailing Interest Rate an Investor may receive in relation to an investment will be displayed to an Investor whilst creating an Investment Order. The Prevailing Interest Rate applicable to new investments in each Investment Class and Investment Term will be set by us from time to time after consideration of

the Housing Variable Rate, Business Variable Rate, current market interest rates and Platform fees, levies and margins. The Prevailing Interest Rate is subject to change at any point up until an Investment Order is matched to a Loan. Further detail is contained in the Terms.

33. Interest payable in relation to a Loan will be either Fixed Interest or Variable Interest, and you will receive notification before a change to a Variable Interest rate applies. Further information is contained in the Investor Agreement.

## Monitoring repayment by Borrowers and default

34. We have a system in place to monitor Loan repayments and any arrears. This includes daily reporting to our senior management.
35. Our management also review monthly credit reporting including:
  - a. arrears reporting showing number, value and percentage of Loans in arrears;
  - b. volume of new Loans entered into by term, product and risk-grade; and
  - c. any movements in the Reserve Fund(s) (including funds paid out, recovered and received).
36. If a Borrower misses a Loan repayment, they will receive an automated email from us. If the Loan payment is still outstanding after three days' the Borrower will get a phone call from us to arrange payment and a diary note will be entered on our system. We track contact to make sure Loans in arrears are actively managed.
37. If a Borrower misses two payments consecutively and does not have a repayment plan agreed with us, or arrears are more than two months' worth of repayments, then they may be referred to our external debt collections agency.
38. In the event of a missed Loan payment in respect of a Loan covered by a Reserve Fund, provided there are sufficient funds available, we will make payment of the amount outstanding from that Reserve Fund in accordance with the Reserve Fund Policy. Any subsequent repayments by the Borrower and/or any Guarantor in respect of the amount outstanding will be repaid to the applicable Reserve Fund (if any) which covers that Loan or, in any other case, to the account of the relevant Investor.
39. In the event that the Loan is outstanding for three months or more, the debt is listed on the Borrower's credit file and may be listed with our external debt collection agency for collection. The Loan may also be "purchased" at our discretion by the relevant Reserve Fund (if any) in accordance with the Reserve Fund Policy. In exercising this discretion, we will consider any factors that we consider relevant which may include our assessment of the likelihood that the Borrower will re-start making payments.

## Reserve Funds

40. In order to help protect against default by Borrowers, we maintain Reserve Funds for the benefit of Investors participating in a particular set of Loans made under the Platform that are defined as being covered by a Reserve Fund. We may, at our absolute discretion, agree to transfer a Loan that wasn't previously covered by a Reserve Fund into the defined set of Loans covered by a Reserve Fund. Only Loans that meet the Qualifying Loan criteria defined in paragraph 51 will be eligible to be transferred. At the point a Loan is included in the particular set of Loans that are covered by a Reserve Fund, all Investors participating in that Loan will benefit from the protection offered by that Reserve Fund from that point onward.
41. The purpose of a Reserve Fund is to build a trust fund for Investors to help meet missed payments or losses from defaulting Borrowers. We deduct a pre-determined amount from the interest payments received from Borrowers and use this to help smooth out payments to Investors and share losses around. Reserve Funds are held by the Trustee as bare trustee.
42. Subject to sufficient funds being available, each Reserve Fund will be used in the event of non-payment and/or default by a Borrower under a Loan Agreement covered by that Reserve Fund from time to time in accordance with the terms of the Reserve Fund Policy. The current balances of the Reserve Funds can be accessed [here](#).

43. From time to time we may establish additional Reserve Funds as set out in the Reserve Fund Policy. Any new Reserve Fund established will apply only to qualifying lending made subsequent to the establishment of that Reserve Fund i.e. it will not replace any existing Reserve Fund coverage for Loans that were outstanding immediately prior to the establishment of the new Reserve Fund.
44. We may have different Trustees for different Reserve Funds.
45. Payment from a Reserve Fund is subject to there being sufficient funds available in that Reserve Fund at the relevant time. Neither we nor the Trustee guarantee that there will be sufficient funds in a Reserve Fund to meet any overdue Loan repayments or any claims in respect of that Reserve Fund at any time. A copy of the Reserve Fund Policy can be accessed [here](#).
46. The existence of a Reserve Fund does not in any way relieve the Borrower or any Guarantor from their respective obligations under the Loan Agreement.

## Security and Guarantees

47. Borrowers may provide security in relation to a Loan subject to the requirements notified by us from time to time. Any security provided will be held by the Trustee in accordance with the terms of the Borrower Agreement and the Loan Agreement. Any security held by the Trustee in relation to a Loan covered by a Reserve Fund is taken for the benefit of the Platform and that Reserve Fund and not for any Investor individually.
48. If security is provided in relation to a Loan from a person other than the Borrower, we will require a guarantee to be provided by that person. Where we require a guarantee in relation to a Loan, Borrowers are required to ensure that each Guarantor signs the Loan Agreement and any other documentation, and provides us with all information, we require in relation to the Loan, the Guarantors and the guarantee. We may also agree with a Borrower that a guarantee is to be provided in other circumstances.
49. Where a guarantee is provided in relation to a Loan covered by a Reserve Fund, this will not affect an Investor's right to receive payment from that Reserve Fund in the event of Borrower default in accordance with the Reserve Fund Policy.
50. We may not disclose to Investors whether security or a guarantee has been provided in relation to a Loan. Investors should be aware that Loans may be unsecured.

## Secondary Market

51. Investors may request to transfer their interest in a Loan on the Platform via the Secondary Market provided:
  - a. the Loan has not been written off;
  - b. the Loan is not in the process of being closed;
  - c. all of the principal of the Loan has not been repaid; or
  - d. for Wholesale Investors only, the Borrower is not in hardship and the Loan is not in arrears, collectively known as the "Qualifying Loan" criteria.
52. Subject to the circumstances in paragraph 51 (a) – (c) above, interests in Homeowners Loans will automatically be listed on the Secondary Market following the 12-month interest only period. These Loans will remain listed on the Secondary Market unless the existing Investor elects to continue with the Loan or the interest in the Loan is transferred to a new Investor.
53. The Secondary Market also enables us (or entities associated with us) to use the Platform in the capacity of an Investor in order to ensure that Loans are funded as early as possible and to otherwise aid liquidity in the Platform. We, or entities associated with us, may sell any interests held under Loans via the Secondary Market.
54. Interests in Loans may only be transferred on the same terms as held by the Investor, including as to outstanding term and interest rate.

55. We do not guarantee that interests in Loans which are listed for transfer will be matched with Investment Orders via the Secondary Market. This will depend on there being sufficient Investment Orders on the Platform which can be matched, and on matched Loans being accepted where relevant, on the basis set out in paragraph 24 above and in the Secondary Market Rules. Investors may not be able to transfer their interests in the Loans at any time and may be required to remain invested in the Loan for its full term.
56. Requests to transfer interests in Loans via the Secondary Market will be matched through the Platform with Investment Orders as set out in paragraph 24 above and in the Secondary Market Rules.
57. Further information regarding the Secondary Market can be found in the Secondary Market Rules accessed [here](#).

## Warranties and indemnity

58. By agreeing to these terms, you warrant and represent that:
  - a. you meet the eligibility criteria set out at paragraph 2 above;
  - b. all of the information provided by you to us is complete and accurate and that you have not omitted to provide any information to us which may reasonably affect our decision to admit you to the Platform or approve you as an Investor or Borrower; and
  - c. you will notify us immediately in the event of any changes to the information previously provided by you to us and on becoming aware of any errors or omissions in respect of any information previously provided.

You agree to indemnify us, the Trustee and each other relevant Investor against any cost, loss, expense or liability any such party may incur if, in relation to a Loan, your warranties and representations above are false, misleading or incorrect.

## Website terms and conditions

### Information on this website

59. Unless otherwise stated, you are permitted to access, view, copy, print (in limited quantities) or temporarily store textual material published by us on this website for your personal use only. Any copyright notice on that information must be retained on the copy.
60. You are not permitted to reproduce, adapt, distribute or incorporate in any other work, in whole or in part, anything from this website without written permission from us. You may not create a link from any other website to any part of this website, other than the homepage, without our express consent.
61. While we have endeavoured to ensure that the information on this website is accurate, current and complete, we do not accept liability for any error, misstatement or omission. We may change the material on this website at any time without prior notice. In the unlikely event that an unauthorised person makes changes to this website, we do not accept responsibility for those changes.
62. You are solely responsible for the actions you take in reliance on the content on this website.

### Squirrel intellectual property rights

63. The copyright in all materials (including rights in text, graphics, arrangement and overall design of this website) displayed or available on this website belongs to Squirrel unless otherwise stated. If the owner of any material published on this website is not Squirrel, then your rights in relation to that material will be as defined by the copyright owner of the material.

### Access to other websites

64. This website may contain links to third party websites. Those websites are not under our control. The links are provided for convenience and informational purposes only. Accordingly, the inclusion of any link does not imply an endorsement by us of that website. We are not responsible for the content, validity, accuracy, or the use, of any other website. You must check the terms and conditions applicable to any other websites you use or verify such information with the third parties directly.

### Squirrel liability excluded

65. Your use of this website is at your own risk.



66. Subject to any terms implied by law which cannot be excluded, Squirrel will not be responsible or liable, in contract, tort (including negligence), equity or otherwise for any direct, indirect, incidental, consequential, special, or punitive damage, or for any loss of profit, income or savings, or any costs or expenses incurred or suffered by you or any other person, arising out of, or in connection with, your access to, or use of, this website or any linked websites, other than claims arising under the Consumer Guarantees Act 1993, where applicable.
67. All warranties, whether expressed or implied, as to the accuracy, currency, completeness, fitness for purpose or usefulness of the information contained on this website are excluded to the extent permitted by law.
68. It is up to you to take precautions to ensure that whatever information you select for your use is free of items such as spyware, viruses, worms, trojan horses or other items of a destructive nature.

## Privacy

69. We have a privacy policy governing the collection, use and disclosure of your personal information by us. A copy of the privacy policy can be accessed [here](#).

### SMS

70.
  - a. By opting in, you can expect to receive occasional SMS messages about the status of your application, interest rates and other relevant news.
  - b. You can cancel the SMS service at any time. Just text "STOP" to the short code. After you send the SMS message "STOP" to us, we will send you an SMS message to confirm that you have been unsubscribed. After this, you will no longer receive SMS messages from us. If you want to join again, just sign up as you did the first time and we will start sending SMS messages to you again.
  - c. If you are experiencing issues with the messaging program you can reply with the keyword HELP for more assistance, or you can get help directly at [clientservices@squirrel.co.nz](mailto:clientservices@squirrel.co.nz).
  - d. As always, message and data rates may apply for any messages sent to you from Squirrel and to Squirrel from you. You will only receive occasional messages from us. If you have any questions about your text plan or data plan, it is best to contact your network provider.
  - e. If you have any questions regarding privacy, please read our privacy policy.

## General

71. Unless otherwise defined within any of the Platform Documents, the following provisions will be deemed to apply to, and be incorporated by reference in, each of the Platform Documents (including, for the avoidance of doubt, these terms):
  - a. This document shall be governed by, and interpreted in accordance with, the laws of New Zealand and each party submits to the jurisdiction of the New Zealand courts.
  - b. You may not assign, transfer or otherwise deal with any of your rights or obligations under this document without our prior written consent. Such consent may, for the avoidance of doubt, be withheld at our absolute discretion.
  - c. We may provide you with a notice or other communication (including any disclosures) under, or in connection with, this document by mail or electronic means (including email). You agree that we may use the email address provided in your application for membership or such other email address as you notify to us from time to time to provide such notices, communications and/or disclosures to you. Any electronic communication will be deemed to have been received by you when it is transmitted by us.
  - d. Any notice or communication provided by you under this document must be provided by email at the following email address: [money@squirrel.co.nz](mailto:money@squirrel.co.nz)
  - e. In the event of any inconsistency between the provisions of this document and the provisions of any other Platform Document, we shall be entitled to determine (in our absolute discretion) which of the provisions will prevail. We may amend this document by providing notice of the amendments on the Platform in relation to the following:
    - i. any amendments we consider to be required or desirable in relation to the better or more efficient operation of the Platform;
    - ii. any amendments required or desirable as a result of any legal or regulatory requirement to which we are, or the Trustee is, subject from time to time; and



- iii. amendments to the fees payable in relation to the Platform provided that the amendments will only apply to new Loans entered into by you following the date on which such amendments are made.
- f. Subject to the immediately preceding provision, no amendment to this document will be effective to change the commercial terms of any existing loan unless it is made in writing and signed by or on behalf of each party to it (where relevant).
- g. As registered financial service providers, we and the Trustee are both members of the Financial Services Complaints Ltd (FSCL - A Financial Ombudsman Service dispute resolution scheme). Further details regarding the scheme can be found at <http://www.fscl.org.nz>.
- h. We may waive or amend any term of the Platform Documents in respect of, and by agreement with, a Wholesale Investor, without notice to any other person.

## Definitions and interpretation

In this document, unless the context otherwise requires:

**Assets** means in respect of each Investor, all of the right, title and interest, present or future, vested or contingent of the Investor under or in respect of a Loan Agreement;

**Automatic Transfer Criteria** means the criteria for transfer set out in paragraph 8(a) of the Secondary Market Rules;

**Borrower** means a person who has been accepted as a borrower by us;

**Borrower Agreement** means the agreement which applies between you, us and the Trustee when you take out a Loan via the Platform [here](#);

**Borrower Disclosure** means the disclosure document provided to the Borrower for the purposes of the CCCFA, where required;

**Borrower Documents** means:

- a. the Terms;
- b. the Borrower Agreement;
- c. the Borrower Disclosure (where applicable);
- d. the Loan Agreement; and
- e. any other agreement entered into between the Borrower, us and/or the Trustee in connection with a Loan from time to time;

**Business Day** means a day on which banks are open for business in Auckland other than Saturdays, Sundays or public holidays;

**Business Variable Rate** means the current Business Variable Rate as published on our website. The Business Variable Rate is set periodically at the discretion of Squirrel after consideration of current market interest rates;

**CCCFA** means the Credit Contracts and Consumer Finance Act 2003;

**Clearing Account** means the bank account or accounts operated by us on behalf of the Trustee into which payments received will be deposited, and from which payments and deductions in relation to RWT may be made, in relation to the operation of the Platform;

**Construction Loans** means a Loan for business purposes (including property development) that is not usually regulated by the CCCFA and is secured by first mortgage over one or more residential properties;

**Credit Event** means an event specified in paragraph 24(m)(i)-(iii) in the Terms;

**Debt Consolidation Loan** means a Loan for the purposes of consolidating debt as offered by us from time to time;

**Deed of Bare Trust** means the deed of bare trust between us and the Trustee in relation to Loans and the Reserve Fund(s);

**Default Fee** means a fee payable by the Borrower in the event of non-payment or default under a Loan Agreement in respect of any month in which a payment default occurs, as amended from time to time. Default fees currently only apply to Borrowers taking out Vehicle Loans, Other Personal Loans and Debt Consolidation Loans;

**Default Interest** means, where applicable, default interest payable by the Borrower under the relevant Loan Agreement;

**Disclosure Statement** means our disclosure statement provided to Investors for the purposes of FMCA;

**Dishonour Fee** means, where applicable, the fee of NZ\$15 payable by the Borrower per transaction where there is a failure of a direct debit payment as amended from time to time;

**Establishment Fee** means, where applicable, an establishment fee payable by a Borrower and may be deducted from the initial advance of the Loan in;

**Fair Dealing Policy** means our policy setting out when we may exclude a Borrower from using the Platform where we have reason to believe that the Borrower has engaged in prohibited conduct under the FMCA in relation to a Loan;

**Fixed Interest** means the interest rate associated with an investment will remain constant for the duration of the investment;

**FMCA** means the Financial Markets Conduct Act 2013;

**FSPR** means the Register of Financial Service Providers;

**Guarantor** means a guarantor in relation to a Loan;

**Home Loan** means a Loan offered by us from time to time that is secured by a first mortgage over a residential property, and may be regulated by the CCCFA;

**Homeowner's Loan** means a Loan to homeowners as offered by us from time to time;

**Housing Variable Rate** means the current Housing Variable Rate as published on our website. The Housing Variable Rate is set periodically at the discretion of Squirrel after consideration of current market interest rates;

**Interest Rate Change Notification Period** means the minimum five Business Day period commencing on the Business Day when notification has been sent to Investors of a change in Prevailing Interest Rates;

**Interest Rate Type** means the designation of an investment as either:

- a. Fixed Interest; or
- b. Variable Interest;

**Investment Class** means a group of Loans written under the same (or fundamentally similar) credit policy and that have substantively similar underlying credit risks. Investment Classes currently available on the Platform include: Personal Loans, Home Loans and Construction Loans;

**Investment Order** means an Investor initiated offer to participate in a Loan or Loans via the Platform, specifying terms including the maximum amount, the Investment Class, the Investment Term and an acceptance of the interest rate and Interest Rate Type available on the Platform for the specified Investment Class and Investment Term;

**Investment Term** means the maximum anticipated investment duration accepted by an Investor when placing an Investment Order;

**Investor** means a person who has been accepted as an investor by us, as a Wholesale Investor or a Retail Investor, and includes Squirrel or associated vehicles where relevant;

**Investor Account** means the trust account or accounts operated by us (with one or more New Zealand registered banks) on behalf of the Trustee for the benefit of Investors whose funds have been deposited into the account for the purposes of holding in an On-Call Account, participating in a Loan or pending repayment to the Investors;

**Investor Agreement** means the investor agreement which applies between you, us and the Trustee when you deposit money in your On-Call Account(s) or you participate in funding a Loan via the Platform [here](#);

**Investor Documents** means:

- a. the Terms;
- b. the Investor Agreement;
- c. the Disclosure Statement;
- d. the Loan Agreement;
- e. the Secondary Market Rules; and
- f. any other agreement entered into between the Investor, us and/or the Trustee in connection with a Loan from time to time;

**IRD** means the New Zealand Inland Revenue Department;

**Launchpad Loan** means a Loan to support the purchase of a home as offered by us from time to time;

**Line of Credit Fee** means a fee charged to a Borrower by Squirrel for the provision of a credit limit. The fee is calculated daily and charged monthly on the credit limit of the facility.

**Loan** means a loan to a Borrower from the Trustee on behalf of the participating Investors and includes, where the context requires, rights under any associated guarantee;

**Loan Agreement** means the loan agreement between the Borrower and the Trustee, and where relevant, the Guarantor in relation to a Loan;

**Nominated Account** means the account with a bank in New Zealand which is nominated by you for payment of the balance of the Loan advance;

**NZ Tax Resident** means an Investor who is:

- a. resident in New Zealand under the Income Tax Act 2007;
- b. engaged in business in New Zealand through a fixed establishment in New Zealand; or
- c. both;

**On-Call Account** means funds held on behalf of an Investor on an on-call basis within the Investor Account;

**On-call Facility** has the meaning set out in paragraph 8 of the Reserve Fund Policy;

**Other Personal Loan** means a Loan for the purposes of personal spending as offered by us from time to time;

**Personal Loan** means a Homeowners Loan, Debt Consolidation Loan, Vehicle Loan, Tiny Home Loan, Launchpad Loan, or Other Personal Loan as offered by us from time to time;

**Platform** means the peer-to-peer lending platform operated by Squirrel;

**Platform Documents** means the Borrower Documents and the Investor Documents;

**Prevailing Interest Rate** means the interest rate applicable to an Investment Class and Investment Term or On-Call Account set by us from time to time and displayed on our website and when an Investor places an Investment Order;

**Progress Payment Fee** means a fee payable by the borrower for each progressively drawn tranche of the Loan;

**Reserve Fund** means the funds held on trusts by the Trustee as bare trustee on behalf of Investors to cover non-payment or default by Borrowers under the Loan Agreements in accordance with the Reserve Fund Policy and Deed of Bare Trust;

**Reserve Fund Policy** means the policy governing the management and operation of the Reserve Fund as amended by us from time to time;

**Retail Investor** means an Investor other than a Wholesale Investor;

**RWT** means resident withholding tax imposed under the Resident Withholding Tax rules in the Income Tax Act 2007;

**RWT Exemption Certificate** has the meaning in section YA 1 of the Income Tax Act 2007;

**Secondary Market** means a market operated by us on the Platform which enables Investors to transfer their interests in relation to Loans to Investors;

**Secondary Market Rules** means the rules established by us in relation to the Secondary Market;

**Secondary Transfer Criteria** means the criteria for transfer set out in paragraph 8(c) of the Secondary Market Rules;

**Security Release Fee** means, where applicable, a fee payable by the Borrower in relation to the release of a certain security held in relation to a Loan;

**Service Margin** means the amount deducted and paid to us from gross interest payments made by the Borrower under the Loan Agreement on the outstanding Loan balance or by the bank in relation to amounts in the Investor Account (including On-Call Accounts);

**Squirrel** or **we** or **us** means Squirrel Money Limited (FSP354706);

**Squirrel Advance** has the meaning set out in paragraph 8 of the Reserve Fund Policy;

**Squirrel Wholesale Investor** means a Wholesale Investor operated by Squirrel or an entity associated with Squirrel;

**Terms** means our Platform and Website Terms and Conditions;

**Tiny Home Loan** means a Loan for the purposes of financing a tiny home as offered by us from time to time;

**Trustee** means, initially, Squirrel P2P Trustee Limited (FSP415167) and includes any other person appointed by us to act as a trustee of Investors' interests and/or Reserve Funds from time to time;

**Undrawn Facility Fee** means the fee charged by Squirrel where the Borrower has committed to draw funds at a future point and is calculated daily and charged monthly on the undrawn portion of the Loan;

**Variable Interest** means the interest rate associated with a Loan or an investment is subject to change periodically during the term of the investment at the discretion of Squirrel after consideration of the Housing Variable Rate, Business Variable Rate, current market interest rates and Platform fees, levies and margins;

**Vehicle Loan** means a Loan for the purposes of financing a vehicle as offered by us from time to time; and

**Wholesale Investor** means an Investor we permit to fund Loans as a wholesale lender via the Platform.

In this document:

- a. words importing the singular shall include the plural and vice versa;
- b. headings are for convenience only and do not affect the interpretation of these terms;
- c. an expression importing a person includes any company, partnership, joint venture, association, corporation or other body corporate and any Government Agency as well as an individual;
- d. references to any legislation or any clauses of any legislation (including regulations and orders) include: (i) that legislation or provision as from time to time amended, re-enacted or substituted, and (ii) any statutory instruments, regulations and orders issued under any such legislation or provision; and
- e. references to a document or agreement include that document or agreement as amended, supplemented or replaced from time to time.