

Terms of Use Agreement

Our application form requires users to give us personal information such as your email address, employment and general financial details. We will only collect and store your email address that you provided from the application form to send you additional information about our company and other promotional materials and programs from some of our partners.

Use of this website is offered to you on your acceptance of these Terms of Use, our Privacy Policy and other notices posted on this website. Your use of this website or of any content presented in any and all areas of the website indicates your acknowledgment and agreement to these Terms of Use, our Privacy Policy and other notices posted on this website. If you do not agree to be bound by and comply with all of the foregoing, you may not access or use our current information, services, or website. We suggest you print a copy of each of these documents for your records. APM Finance shall have the right, at its sole discretion, to modify, add or remove any terms or conditions of these Terms of Use without notice or liability to you. Any changes to these Terms of Use shall be effectively immediately following the posting of such changes on this website. The most recent version of these Terms of Use may always be found at www.apmfinance.co.nz

You agree to review these Terms of Use from time to time and agree that any subsequent use by you of this website following changes to these Terms of Use shall constitute your acceptance of all such changes. These Terms of Use were last modified on 19th March 2009.

Third Party Websites, Content and Products and Services

Links or pointers to other websites and references to products and services offered by third parties are provided to you for convenience only and do not constitute an endorsement or approval by us of

- (i) the organizations that operate such websites;
- (ii) the content, privacy policies or other terms of use on such websites; or
- (iii) such third party products and services. As we have no control or responsibility over websites or content maintained by other organizations, or for products and services offered by third parties, we do not assume any liability for your use of any of the foregoing, which use you acknowledge and agree shall be at your own risk.

Notice of Copyright Infringement

If you believe that your work has been reproduced on this website in a manner that constitutes copyright infringement, please provide a notice of copyright infringement containing all of the following information:

- i) A physical or electronic signature of a person authorized to act on behalf of the copyright owner for the purposes of the complaint.
- ii) Identification of the copyrighted work claimed to have been infringed.
- iii) Identification of the material on our website that is claimed to be infringing or to be the subject of infringing activity.
- iiii) The address, telephone number or e-mail address of the complaining party. A statement that the complaining party has a good-faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent or the law. A statement, under penalty of perjury, that the information in the notice of copyright infringement is accurate, and that the complaining party is authorized to act on behalf of the owner of the right that is allegedly infringed.

All records and copyright materials for this site are registered.

Privacy Act 1993

Where the applicant is a limited liability company, this authority and acknowledgement applies to all directors of that company.

I/we

- a) declare the above information is true and correct and that I/we are over the age of 18 years and I/we are not undercharged bankrupt/s;
- b) authorise you (APM Finance) to send this information to any Finance Companies/Funders and
- c) agree APM Finance may collect from credit reporting agencies, credit providers, my/our employer/s, accountant/s, or other named person/s or relatives, such personal, financial and commercial information and references about I/us as is necessary for the purposes of considering this application and I/we agree that APM Finance may provide this authority to such parties for the purposes of collecting such information.
- d) I/we agree to meet the cost of an independent valuation of the security to support this application such valuation to be obtained by you in consequence of this application. My/our solicitor/agent is authorised to accept any notification on my/our behalf.
- e) I/we declare that the above information is true and correct in every particular and it is upon this basis that I/we make this application.

I/we acknowledge that if APM Finance or authorized agents provides this finance, APM Finance or authorized agents:

- a) may collect and monitor personal information about me/us as is necessary for the administration and protection of such credit: and
- b) may provide any of the personal information to a third party employed by APM Finance to assist in enforcement of any agreement between us.
- c) I/we agree APM Finance to send me/us details of other products and services from time to time, and I/we agree that they may use all personal information held about me/us now or in the future for the purposes of considering any future application for finance made by me/us.

I/We declare the above information is true and correct and that I am/we are over the age of 18 years and I am/we are not an undischarged bankrupt/s; authorize APM Finance to send this application to any third party and agree the third party may collect from credit reporting agencies, credit providers, my/our employers/s, accountant/s, or other named person/s or relative/s, such personal, financial and commercial information and references about me/us as is necessary for the purposes of considering this application. And I/we agrees that you may produce this authority to such parties for the purposes of collecting such information.

I/we agree to meet the cost of an independent valuation of the security to support this application such valuation to be obtained by you in consequence of this applicant. My/our solicitor/agent is authorized to accept any notification on my/our behalf.

I/we declare that the above information is true and correct in every particular and it is upon this basis that I/we make this application.

I/We acknowledge that if the third party provides this finance the third party will keep the personal information during this period the finance is provided and for six months after repayments of all credit provided by the third party may collect and monitor personal information about me/us as is necessary for the administration and protection of such credit: and may provide any of the personal information to a third party employed by the third party to assist in enforcement of any agreement between us.

I/We request the third party or any related finance company to send me/us details of other products and services, where the personal information may readily be retrieved,

I/We shall have access to it and the right to request correction. Provision of Additional Services

I authorize the third party to disclose personal information about me to a credit agency for the purposes of compiling a credit report, creating a credit profile, merchandising, market research and offering additional services/credit facilities.

The information that may be disclosed includes:

Name, address and telephone number;

the loan amount of any facility;

any debits made;

the frequency and amounts of payments made including details of overdue payments.

I understand that I have the right to access and request correction of my personal information held by the credit-reporting agency.

I/We agree that the information in connection with this finance application may be transmitted via facsimile and/or electronic mail, and I/we acknowledge that there may be some security risks associated with the transmission.