

## Homely Platform Terms and Conditions

Welcome to Homely! We provide a cloud-based platform (**Platform**) where you can explore home loan options, access financial advice services, prepare home loan applications, and connect with participating lenders.

In these Terms, when we say **you** or **your**, we mean both you and any entity you are authorised to represent (such as your employer). When we say **we**, **us**, or **our**, we mean Homely New Zealand Limited (Company Number 9262369).

These Terms form our contract with you, and set out our obligations as a service provider and your obligations as a customer. You cannot use our Services unless you agree to these Terms.

Some capitalised words in these Terms have defined meanings, and each time that word is used in these Terms it has the same meaning. You can find a list of the defined words and their meaning at the end of these Terms.

For questions about these Terms, or to get in touch with us, please email: [contact@homely.co.nz](mailto:contact@homely.co.nz).

*These Terms were last updated on 18 June 2026.*

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### 1. Engagement and Term

- 1.1 These Terms apply from when you sign up for an Account, until the date on which your Account is terminated in accordance with these Terms. We grant you a right to use our Services for this period of time only (which may be suspended or revoked in accordance with these Terms).
- 1.2 You must be at least 16 years old to use our Platform.
- 1.3 **Variations:** We may amend these Terms at any time, by providing written notice to you. By clicking “I accept” or continuing to use our Platform after the notice or 30 days after notification (whichever date is earlier), you agree to the amended Terms. If you do not agree to the amendment, you may close your Account with effect from the date of the change in these Terms by providing written notice to us. If you close your Account, you will no longer be able to access our Services (including our Platform) on and from the date of cancellation.

### 2. Our Services

- 2.1 We provide the following services to you:
  - (a) access to our Platform, including our home loan application, comparison and advice support tools;
  - (b) financial advice services in relation to home loans and mortgages, within our disclosed scope;
  - (c) application preparation and facilitation of referrals to participating lenders; and
  - (d) access to our troubleshooting support (**Support Services**),(collectively, our **Services**).
- 2.2 If you require Support Services, you may request these by getting in touch with us through our Platform.
- 2.3 Unless we agree otherwise, Support Services cannot be used to support any other products or services, and does not include training, installation of software or hardware, software development or the modification, deletion or recovery of data or any on-site services.
- 2.4 Where we require access to your premises or computer systems in order to provide our Services, you agree to provide us with such access free from risk to the safety of our employees and contractors.
- 2.5 Our Services do not constitute, and are not a substitute for, legal, accounting, insurance, property valuation, conveyancing, KiwiSaver or general wealth planning advice.
- 2.6 We may provide general information, calculators, educational content and indicative platform outputs. General information and automated outputs are not a substitute for regulated financial advice, legal advice, tax advice or a lender’s formal credit assessment.
- 2.7 Where we provide regulated financial advice, that advice will be provided through our advice process and in accordance with the Financial Markets Conduct Act 2013 and the Code of Professional Conduct for Financial Advice Services.

- 2.8 Before giving regulated financial advice, we will take reasonable steps to ensure you understand the nature and scope of the advice and any limitations.
- 2.9 Our advice may be limited by the information you give us, the lenders and products available through our panel or process, the accuracy and timeliness of lender criteria, and the stage of your application.
- 2.10 You should consider whether you need independent legal, tax, accounting, insurance, valuation, building inspection, or other professional advice before entering into a loan or property transaction.
- 2.11 We will not be responsible for any other services unless expressly set out on in these Terms or on our Platform.
- 2.12 **Additional Services:** If you require additional services, we may, in our sole discretion, provide such additional services (to be scoped and priced in a separate contract provided by us).
- 2.13 **Beta Services:** If we provide you with access to any new or beta services, you acknowledge that because of the developmental nature of such services, you use them at your own risk and we have no obligation to maintain or provide error corrections. Any new or beta services we provide you with access to, are for evaluation purposes only and not for production use, and we may discontinue those services at any time at our sole discretion.
- 2.14 **Third Party Products or Services:** Where you engage third parties to operate alongside our Services (for example, open banking providers or any third-party software systems you wish to integrate with our Platform), those third parties are independent of us and you are responsible for (meaning we will not be liable for) the goods or services they provide, unless we expressly agree otherwise under clause 2.12.

### 3. Account

- 3.1 You must sign up for an Account in order to access and use our Platform.
- 3.2 While you have an Account with us, you agree to:
  - (a) keep your information up-to-date (and ensure it remains true, accurate and complete);
  - (b) keep usernames and passwords secure and confidential, and protect them from misuse or being stolen; and
  - (c) notify us if you become aware of, or have reason to suspect, any unauthorised access to your Account or any logins linked to your Account.
- 3.3 We may suspend your access to our Services where we reasonably believe there has been any unauthorised access to or use of our Services (such as the unauthorised sharing of login details for our Platform). If we suspend your access to our Services, we will let you know within a reasonable time of doing so, and we will work with you to resolve the matter, or if it cannot be resolved, then we may terminate your Account and your access to our Services will end.

### 4. AI-Assisted Tools, Calculators and Indicative Outputs

- 4.1 Our Platform may use third-party AI systems, large language models, and proprietary AI models to process information you provide to us, including automation and AI-assisted tools to collect information, extract data from documents, classify information, estimate borrowing capacity, compare indicative options, and assist with our advice or application process.
- 4.2 You acknowledge and agree that:
  - (a) AI-assisted outputs may be incomplete, inaccurate, out-of-date, or based on assumptions; you are responsible for reviewing them carefully and notifying us of any errors;
  - (b) AI-assisted outputs do not by themselves constitute lender approval, a binding offer of credit, a complete credit assessment, or regulated financial advice, and will only form part of our advice process where they have been incorporated into and reviewed as part of that process; and
  - (c) we may change, suspend or discontinue any calculator, AI feature, matching logic or platform function at any time without notice.

### 5. Lenders, Loan Products and Approval

- 5.1 We are not a bank, non-bank deposit taker, lender, credit contract holder, or loan underwriter. We do not provide, approve, issue, or underwrite home loans, and any decision to provide finance is made solely by the relevant lender.
- 5.2 You acknowledge that each lender maintains its own eligibility criteria, interest rates, fees, servicing requirements, responsible lending obligations, policies and approval processes.
- 5.3 The submission of an application through the Platform does not guarantee that any lender will approve the application, offer a particular loan amount, provide a specific interest rate, or respond within a particular timeframe.

- 5.4 We do not compare every lender or every home loan product available in New Zealand. Where advice is limited to certain lenders or products, we will notify you accordingly.
- 5.5 It is your sole responsibility to ensure that you carefully review and obtain legal advice on all lender documentation prior to accepting a loan offer.

## 6. Payments

- 6.1 We do not currently charge a platform access fee for use of the standard borrower journey unless you are notified otherwise before you proceed. In the future we may charge a fee for the Services, any applicable fees will be set out on the Platform.
- 6.2 If a fee is payable for the Services, you must not pay, or attempt to pay, any fees due under these Terms or as a result of your use of our Services by fraudulent or unlawful means. If you make payment by debit or credit card, you must be the authorised card holder. If payment is made by direct debit, by providing your bank account details and accepting these Terms, you authorise our nominated third-party payment processor to debit your bank account, and you confirm that you are either the holder or an authorised signatory of that bank account.
- 6.3 **Late Payments:** If any fees due under these Terms or as a result of your use of our Services are not paid on time, we may:
- (a) suspend your access to our Services (including access to our Platform); and
  - (b) charge interest on any overdue payments at a rate equal to the Reserve Bank of New Zealand's cash rate, from time-to-time, plus 2% per annum, calculated daily and compounding monthly.
- 6.4 **Commission:** If your loan settles, we may receive commission or other remuneration from the lender. The amount is usually based on the loan amount and may vary between lenders. We will disclose relevant fees, commissions, incentives and conflicts of interest to you before or when we provide regulated financial advice.
- 6.5 **Clawbacks:** If a lender requires us to repay commission because your loan is repaid, refinanced, restructured or discharged within a lender clawback period, we may seek to recover some or all of that amount from you. We will only do this where it has been disclosed to you before you proceed and you have agreed to it in writing.
- 6.6 **Taxes:** You are responsible for paying any levies or taxes associated with your use of our Services, for example sales taxes, value-added taxes or withholding taxes (unless we are required by law to collect these on your behalf).

## 7. Rewards and Promotional Benefits

- 7.1 We may offer rewards, cashback, rebates, vouchers, referral benefits, service credits or other promotional benefits to eligible customers. Each offer is subject to its own campaign terms, eligibility criteria and conditions.
- 7.2 Any reward amount shown on our Platform, marketing material or application journey is an estimate only and is not guaranteed unless confirmed by us in writing after settlement. Formula-based rewards, including percentage or basis-point calculations and caps, are indicative until all campaign conditions are satisfied.
- 7.3 A reward is only payable where all applicable conditions are met, including the loan being approved and settled with a qualifying lender, us being recognised as the relevant channel, and us receiving applicable remuneration. Some lenders, loan products, loan structures or customer scenarios may not qualify.
- 7.4 We may reduce, delay, withhold, cancel or recover a reward if eligibility conditions are not met, required information is incomplete or inaccurate, the loan is cancelled, declined, withdrawn, repaid early, refinanced, restructured or discharged, our remuneration is reduced or clawed back, or the customer acts fraudulently or inconsistently with the purpose of the promotion.
- 7.5 Our rewards are separate from any lender or third-party cashback, incentive or promotion, which are subject to the relevant lender or third party's own terms. A reward does not constitute loan approval, financial advice, tax advice, legal advice or a lender recommendation.
- 7.6 We may amend, suspend or end any reward programme at any time. Where a campaign changes while an application is in progress, we will act reasonably in determining which terms apply, taking into account the published campaign terms, the stage of the application and applicable law.

## 8. Platform Licence

- 8.1 While you have an Account, we grant you a right to use our Platform (which may be suspended or revoked in accordance with these Terms). This right cannot be passed on or transferred to any other person.

8.2 You must not:

- (a) access or use our Platform in any way that is improper or breaches any laws, infringes any person's rights (for example, intellectual property rights and privacy rights), or gives rise to any civil or criminal liability;
- (b) interfere with or interrupt the supply of our Platform, or any other person's access to or use of our Platform;
- (c) introduce any viruses or other malicious software code into our Platform;
- (d) use any unauthorised or modified version of our Platform, including but not limited to for the purpose of building similar or competitive software or for the purpose of obtaining unauthorised access to our Platform;
- (e) attempt to access any data or log into any server or account that you are not expressly authorised to access;
- (f) use our Platform in any way that involves service bureau use, outsourcing, renting, reselling, sublicensing, concurrent use of a single user login, or time-sharing;
- (g) circumvent user authentication or security of any of our networks, accounts or hosts or those of any third party; or
- (h) access or use our Platform to transmit, publish or communicate material that is, defamatory, offensive, abusive, indecent, menacing, harassing or unwanted; or
- (i) submit false, misleading, fraudulent or incomplete information, and you warrant that all information, documents, financial information, bank statements, income information and supporting evidence provided to us are true, complete and not misleading.

## 9. Availability, Disruption and Downtime

- 9.1 While we strive to always make our Services available to you, we do not make any promises that these will be available 100% of the time. Our Services may be disrupted during certain periods, including, for example, as a result of scheduled or emergency maintenance.
- 9.2 Our Services (including our Platform) may interact with, or be reliant on, products or services provided by third parties, such as cloud hosting service providers. To the maximum extent permitted by law, we are not liable for disruptions or downtime caused or contributed to by these third parties.
- 9.3 We will try to provide you with reasonable notice, where possible, of any disruptions to your access to our Services.

## 10. Intellectual Property and Data

- 10.1 We own all intellectual property rights in our Services (including our Platform). This includes how our Platform looks and functions, as well as our copyrighted works, trademarks, inventions, designs and other intellectual property. You agree not to copy or otherwise misuse our intellectual property without our written permission (for example, to reverse engineer or discover the source code of our intellectual property), and you must not alter or remove any confidentiality, copyright or other ownership notice placed on our Platform.
- 10.2 We may use any feedback, suggestions, testimonials, review and ratings that you give us in any manner which we see fit (for example, to develop new features or for marketing and promotional purposes, including on our website and in our promotional material), and no benefit will be owed to you as a result of any use by us of your feedback or suggestions.

### Your Data

- 10.3 We do not own any of Your Data, but when you enter or upload any of Your Data into our Platform, you grant us the right to access, analyse, backup, copy, store, transmit, and otherwise use Your Data while you have an Account with us (and for a reasonable period of time afterwards). We may use Your Data (or disclose it to third party service providers) to:
  - (a) supply our Services to you (for example, to enable you to access and use our Services), and otherwise perform our obligations under these Terms;
  - (b) provide financial advice services, application preparation, lender matching and referrals within our disclosed scope;
  - (c) diagnose problems with our Services;
  - (d) improve, develop and protect our Services;
  - (e) send you information we think may be of interest to you based on your marketing preferences;
  - (f) perform analytics for the purpose of remedying bugs or issues with our Platform;
  - (g) perform our obligations under these Terms (as reasonably required); or
  - (h) comply with our legal, regulatory, licensing, record-keeping and reporting obligations.

- 10.4 You acknowledge and agree that because of the nature of the internet, the processing and transmission of Your Data by us may occur of various networks, and may be transferred unencrypted.
- 10.5 You are responsible for (meaning we are not liable for):
- (a) the integrity of Your Data on your systems, networks or any device controlled by you; and
  - (b) backing up Your Data.
- 10.6 When you use our Services, we may create anonymised statistical data from Your Data and usage of our Services (for example, through aggregation). Once anonymised, we own that data and may use it for our own purposes, such as to provide and improve our Services, to develop new services or product offerings, to identify business trends, and for other uses we communicate to you. This may include making such anonymised data publicly available, provided it is not compiled using a sample size small enough to make underlying portions of Your Data identifiable.
- 10.7 If you do not provide Your Data to us, it may impact your ability to receive our Services.

## **11. Confidential Information and Personal Information**

- 11.1 While using our Services, you may share confidential information with us, and you may become aware of confidential information about us. You agree not to use our confidential information, and to take reasonable steps to protect our confidential information from being disclosed without our permission, and we agree to do the same for your confidential information. This also means making sure that any employees, contractors, professional advisors or agents of ours or yours only have access to confidential information on a 'need-to-know basis' (in other words, the disclosure is absolutely necessary), and that they also agree to not misuse or disclose such confidential information.
- 11.2 However, either you or we may share confidential information with legal or regulatory authorities if required by law to do so.
- 11.1 We collect, hold and disclose and use any Personal Information you provide to us in accordance with our [privacy policy](#) and applicable privacy laws.
- 11.3 You must only disclose Personal Information to us if you have the right to do so (such as having the individual's express consent).
- 11.4 We may need to disclose Personal Information to third parties, such as lenders, aggregators, open banking providers, identity verification providers, credit reporters, our related companies or our service providers (for example, IT and administrative service providers and our professional advisors).

## **12. New Zealand Consumer Laws**

- 12.1 To the maximum extent permitted by law, our warranties are limited to those expressly stated in this Agreement. Any implied condition or warranty (including any warranty under Part 3 of the Contract and Commercial Law Act 2017) is excluded.
- 12.2 Certain legislation, including the Consumer Guarantees Act 1993 and Fair Trading Act 1986, and similar consumer protection laws and regulations, may confer you with rights, warranties, guarantees and remedies relating to the supply of the Services by us to you which cannot be excluded, restricted or modified (Consumer Law Rights). To the extent that you maintain Consumer Law Rights at Law, nothing in this Agreement excludes those Consumer Law Rights.
- 12.3 This clause 12 will survive the termination or expiry of this Agreement.

## **13. Liability**

- 13.1 To the maximum extent permitted by law, we will not be liable for, and you release us from liability for, any Liability caused or contributed to by, arising from or in connection with:
- (a) your computing environment (for example, your hardware, software, information technology and telecommunications services and systems);
  - (b) any use of our Services by a person or entity other than you.
  - (c) your reliance on indicative platform outputs, calculator results or AI-assisted outputs;
  - (d) your decision regarding which lender you proceed with;
  - (e) any lender decision, change to lender rates or criteria, or any act or omission of any third party;
  - (f) delays, system unavailability, or data errors caused by information you have supplied to us; or
  - (g) any unauthorised access to your Account or data that is beyond our reasonable control.

- 13.2 Regardless of whatever else is stated in these Terms, to the maximum extent permitted by law:
- (a) neither we or you are liable for any Consequential Loss;
  - (b) a party's liability for any Liability under these Terms will be reduced proportionately to the extent the relevant Liability was caused or contributed to by the actions (or inactions) of the other party, including any failure by the other party to mitigate its loss; and
  - (c) our aggregate liability to you for any Liability arising from or in connection with these Terms will be limited to, NZ\$1,000, or the total fees paid by you to us in the 12 months immediately preceding the event giving rise to the claim (where fees are charged to use the Platform).

#### 14. Termination

- 14.1 We may terminate these Terms (meaning you will lose access to our Services, including access to your Account) if:
- (a) you breach these Terms and do not remedy that breach within 14 days of us notifying you of that breach;
  - (b) you breach these Terms and that breach cannot be remedied; or
  - (c) you experience an insolvency event (including but not limited to bankruptcy, receivership, voluntary administration, liquidation, or entering into creditors' schemes of arrangement).
- 14.2 You may terminate these Terms if:
- (a) we breach these Terms and do not remedy that breach within 14 days of you notifying us of that breach; or
  - (b) we breach these Terms and that breach cannot be remedied.
- 14.3 You may also terminate these Terms at any time by notifying us through your Account or to our email for notices (as set out in clause 15.8), and termination will take effect immediately.
- 14.4 Upon termination of these Terms, we will retain Your Data (including copies) as required by law or regulatory requirements.
- 14.5 Termination of these Terms will not affect any other rights or liabilities that we or you may have.

#### 15. General

- 15.1 **Assignment:** You may not transfer or assign these Terms (including any benefits or obligations you have under these Terms) to any third party without our prior written consent. We may assign or transfer these Terms to a third party, or transfer any debt owed by you to us to a debt collector or other third party.
- 15.2 **Disputes:** Neither we or you may commence court proceedings relating to any dispute, controversy or claim arising from, or in connection with, these Terms (including any question regarding its existence, validity or termination) (**Dispute**) unless we and you first meet (in good faith) to resolve the Dispute. Nothing in this clause will operate to prevent us or you from seeking urgent injunctive or equitable relief from a court of appropriate jurisdiction.
- If the Dispute is not resolved at that initial meeting:
- (a) where you are resident or incorporated in New Zealand, the Dispute is to be referred to mediation, administered by the New Zealand Disputes Resolution Centre, who will decide the time, place and rules for mediation, and the costs of mediation will be shared equally; or
  - (b) where you are not resident or incorporated in New Zealand, the Dispute is to be referred to arbitration administered by the New Zealand International Arbitration Centre, with such arbitration to be conducted in Auckland, New Zealand, before one arbitrator, in English and in accordance with the NZIAC Arbitration Rules.
- 15.3 **Events Outside Our Control:** We will not be liable for any delay or failure to perform our obligations (including our Services), if such delay or failure is caused or contributed to by an event or circumstance beyond our reasonable control.
- 15.4 **Governing law:** These Terms are governed by the laws of New Zealand, and any matter relating to these Terms is to be determined exclusively by the courts in New Zealand and any courts entitled to hear appeals from those courts.
- 15.5 **Illegal Requests:** We reserve the right to refuse any request for or in relation to our Services that we deem inappropriate, unethical, unreasonable, illegal or otherwise non-compliant with these Terms.
- 15.6 **Marketing:** You agree that we may send you electronic communications about our products and services. You may opt-out at any time by using the unsubscribe function in our electronic communications.
- 15.7 **Nature of Legal Relationship:** These Terms do not create, and should not be interpreted so as to create, a partnership, joint venture, employment or agency relationship between us and you.

- 15.8 **Notices:** Any notice you send to us must be sent to [contact@homely.co.nz](mailto:contact@homely.co.nz). Any notice we send to you will be sent to the email address registered against your Account.
- 15.9 **Publicity:** You agree that, subject to your prior written consent, we may advertise or publicise the fact you are a customer of ours, for example on our website or in our promotional material, and you grant us a right to display and use your logo and branding solely for that purpose.
- 15.10 **Survival:** Clauses 10 to 14 will survive the termination or expiry of these Terms.
- 15.11 **Third Party Sites:** Our Platform may contain links to websites operated by third parties. Unless we tell you otherwise, we do not control, endorse or approve, and are not responsible for, the content on those websites. We recommend that you make your own investigations in relation to the suitability of those websites. If you purchase goods or services from a third party website linked from our Platform, those goods or services are being provided by that third party, not us. We may receive a benefit (which may include a referral fee or a commission) should you visit certain third party websites through a link on our Platform, or for featuring certain goods or services on our Platform. We will make it clear by notice to you which (if any) goods or services, or website links, we receive a benefit from by featuring them on our Platform.

## 16. Definitions

### 16.1 In these Terms:

**Account** means an account accessible to the individual or entity who signed up to our Services.

**Consequential Loss** includes any consequential loss, special or indirect loss, real or anticipated loss of profit, loss of benefit, loss of revenue, loss of business, loss of goodwill, loss of opportunity, loss of savings, loss of reputation, loss of use and/or loss or corruption of data, whether under statute, contract, equity, tort (including negligence), indemnity or otherwise. However, your obligation to pay us any amounts for access to or use of our Services (including our Platform) will not constitute "Consequential Loss".

**Liability** means any expense, cost, liability, loss, damage, claim, notice, entitlement, investigation, demand, proceeding or judgment (whether under statute, contract, equity, tort (including negligence), indemnity or otherwise), howsoever arising, whether direct or indirect and/or whether present, unascertained, future or contingent and whether involving a third party or us or you or otherwise.

**Personal Information** means any information or opinion about an identified individual, or an individual who is reasonably identifiable, whether the information or opinion is true or not, and whether the information or opinion is recorded in a tangible form or not.

**Platform** means our cloud-based platform, available at <https://homely.co.nz/>.

**Services** means the services we provide to you, as detailed in clause 2.1.

**Your Data** means the information, materials, logos, documents, qualifications and other intellectual property or data supplied by you when receiving our Services or stored by or generated by your use of our Services, including any Personal Information collected, used, disclosed, stored or otherwise handled in connection with our Services. Your Data does not include any data or information that is generated as a result of your usage of our Services that is a back-end or internal output or an output otherwise generally not available to users of our Services.