

Terms and Privacy Policy

1. Overview of the Referral Program

The App enables users to refer prospective clients ('Referees') to Vega-registered brokers for financial services. Referrers are eligible to earn a 20% reward based on broker commission, credited monthly to their Vega Visa prepaid card, provided all compliance requirements are met.

These Terms and Conditions ("Terms") apply to the use of the Vega Earna mobile application ("App"), operated and distributed by Vega Mortgages Limited (NZBN: 9429047239302), a company incorporated in New Zealand with its registered office at 152 Fanshawe Street, Auckland, New Zealand ("Company", "we", "our", or "us"). By downloading, installing, or using the App, you ("User", "Referrer") agree to be bound by these Terms and our Privacy Policy.

2. Eligibility & Use

The App is intended for individuals in New Zealand who are legally eligible to participate in financial referral programs. You agree to comply with local laws, including the Financial Markets Conduct Act 2013, Fair Trading Act 1986, and Privacy Act 2020. **You must be at least 16 years old to use Earna. If you are under the age of 18, you must have your parent or legal guardian's permission to use the service.**

3. Referral Requirements

Referrals must be submitted via the App using your unique referral ID. Referrals outside the App or from excluded categories (e.g., self-referrals, prohibited jurisdictions) will not be eligible for rewards.

4. Reward Payments

Rewards are paid monthly on the last Thursday, subject to KYC/AML compliance. Payments are made via a digital Vega Visa Card issued by iGo Direct. You are responsible for any tax obligations.

5. Data Privacy & Security

We collect and process personal data in accordance with the Privacy Act 2020. By using the App, you consent to such processing. Data may be securely stored outside New Zealand and shared only with necessary partners.

We comply with the New Zealand Privacy Act 2020 that governs how we can collect, store, use and share personal information. All New Zealanders regardless of age or circumstance have privacy rights. If you wish to seek further information, see [privacy.org.nz](https://www.privacy.org.nz). Tapy is committed to protecting your privacy and complying with the **Privacy Act 2020** (New Zealand), and other applicable regulations.

Your data is stored securely on servers located in Australia, New Zealand, and/or trusted global providers. We implement appropriate safeguards to protect your information from unauthorised access or disclosure.

6. Intellectual Property

All content in the App, including logos, code, and referral tools, is owned by Vega Mortgages Limited. You may not copy, reverse-engineer, or distribute our content without prior written consent.

7. App Store Compliance

This App is distributed through the Apple App Store and Google Play Store. You agree to abide by their respective terms of service. The App may auto-update from time to time.

8. Use of the platform

You agree not to:

- Violate any applicable laws or regulations in New Zealand, or your local jurisdiction.
- Only refer clients that you have spoken to about the service you're referring to.
- Upload or distribute any content that infringes on intellectual property or personal rights.
- Use the platform for spam, phishing, or other abusive behaviour.
- Circumvent or attempt to reverse-engineer our systems or security.
- Use the platform to collect or distribute personal information without appropriate consent.

What We Collect

We may collect the following types of personal data:

- Name, email, and contact details
- Account login and profile details
- Business activity
- Payment and transaction details
- Device and usage information

How We Use Your Data

We use your data and referral data to:

- Create and manage your account
- Connect you, the referrer with relevant businesses
- Process payments and commissions
- Improve Vega Earna platform
- Communicate updates and offers (you may opt out anytime)

Sharing Your Data

We may share your data with:

- The business or service referred to
- Trusted third-party partners or payment processors
- Service providers who assist in operating our platform
- Legal authorities if required by law

We **do not sell** your personal information.

9. Your Rights

You have the right to:

- Access your personal data
- Correct or update inaccurate information
- Request deletion of your data
- Withdraw consent to marketing communications

To request deletion of your data or exercise any of your rights, contact us at:

compliance@vegalend.co.nz Please include your full name, email, and reason for the request. We aim to respond within 20 business days.

We may update this Privacy Policy to reflect changes in legal requirements or our practices. We'll notify users of significant changes via email or app notifications.

10. Termination

We reserve the right to terminate access if you violate these Terms, including misuse of referral rewards or breach of compliance duties.

11. Limitation of Liability

We shall not be liable for indirect or consequential damages. Maximum liability is limited to NZD \$500 or the past 6 months of reward payouts, whichever is lower.

12. Dispute Resolution

Disputes shall first be resolved in good faith. Failing that, they will be submitted to mediation or arbitration under New Zealand law. Both parties agree to keep proceedings confidential.

13. Contact Information

For queries or notices, contact: Head of Governance, Risk and Compliance, Vega Mortgages Limited, compliance@vegalend.co.nz or stephanie.smith@vegalend.co.nz