

## PLEDGEME DISCLOSURE STATEMENT

DATE UPDATED: November 2022

### WARNING STATEMENT ABOUT CROWDFUNDING:

Equity crowdfunding is risky.

Issuers using this facility include new or rapidly growing ventures. Investment in these types of businesses is very speculative and carries high risks.

You may lose your entire investment, and must be in a position to bear this risk without undue hardship.

New Zealand law normally requires people who offer financial products to give information to investors before they invest. This requires those offering financial products to have disclosed information that is important for investors to make an informed decision.

The usual rules do not apply to offers by issuers using this facility. As a result, you may not be given all the information usually required. You will also have fewer other legal protections for this investment.

Ask questions, read all information given carefully, and seek independent financial advice before committing yourself.

### WARNING STATEMENT FOR WHOLESALE INVESTORS INCLUDING THOSE INVESTING NZD750,000 OR MORE:

New Zealand law normally requires people who offer financial products to give information to investors before they invest. This requires those offering financial products to have disclosed information that is important for investors to make an informed decision.

The usual rules do not apply to wholesale offers because there is an exclusion for offers made to wholesale investors (within the meaning of that term in the Financial Markets Conduct Act 2013), including where the amount invested upfront by the investor (plus any other investments the investor has already made in the financial products) is \$750,000 or more.

Please ensure you have read and understood the Wholesale Investor warning statement provided by the Issuer in the Investment Memorandum.

## **CONTENTS**

DEFINITIONS	3
NAME AND CONTACT DETAILS OF LICENSEE	4
NATURE OF SERVICE PROVIDED	4
APPLICATION AND ACCESS BY INVESTORS	4
INVESTOR ELIGIBILITY CRITERIA	5
APPLICATION AND ACCESS BY ISSUERS	6
ISSUER ELIGIBILITY CRITERIA	6
HOW INVESTMENTS ARE MADE AND SHARES ARE ISSUED	9
HOW INVESTOR MONEY IS RECEIVED AND DEALT WITH	10
NATURE AND EXTENT OF DISCLOSURE ARRANGEMENTS AND CHECKS AND ASSESSMENTS	10
CHARGES PAYABLE BY INVESTORS TO PLEDGEME	11
RIGHTS OF PLEDGEME TO ALTER ANY CHARGES	11
CHARGES PAYABLE BY ISSUERS TO PLEDGEME	12
PLEDGEME OR ITS ASSOCIATED PERSONS USING THE SERVICES	12
SUSPENSION OR CANCELLATION	13
COMPLAINTS BY INVESTORS AND DISPUTE RESOLUTION	13
INFORMATION AVAILABLE FROM PLEDGEME AND MAKING REQUESTS	14
PLEDGEME OBLIGATIONS	14

## 1. DEFINITIONS

"**Act**" means the Financial Market Conduct Act 2013 and the Financial Market Conduct Regulations 2014.

"**Associated Person**" has the meaning given to that expression in section 12 of the Act.

"**Disclosure Statement**" means this disclosure statement which we shall provide to you pursuant to section 423 of the Act if you are a Retail Investor.

"**Fee Schedule**" means the schedule attached hereto (and published on our Website) entitled "PledgeMe Fees and Charges" which sets out the fees and charges payable to PledgeMe (and applicable payment terms) by Issuers and Investors in respect of the Services.

"**Investor**" means a Retail Investor or a Wholesale Investor as applicable.

"**Investor Agreement**" means the contract that is formed between an Investor and PledgeMe Limited before an Investor can use the Services, set out at the Website.

"**Issuer**" means a New Zealand company which has entered into an Issuer Agreement and is approved by us to use the Services.

"**Issuer Agreement**" means the agreement entered into by an Issuer with PledgeMe in accordance with the Issuer Terms.

"**Issuer Terms**" means the Issuer terms and conditions which are published on the Website.

"**Retail Investor**" means a person or entity that:

- (a) is not a Wholesale Investor;
- (b) has entered into an Investor Agreement; and
- (c) is approved by us to use the Services to acquire Shares.

"**Retail Investor Campaign**" means a Campaign whereby Shares in the Issuer are offered to Retail Investors.

"**Services**" has the meaning contained in paragraph 3 herein.

"**Shares**" means the shares issued, sold or traded on our Website.

"**Target**" means the total minimum equity an Issuer requires for an individual equity raise within a specified time period which is disclosed on the relevant Issuer's campaign page on our Website.

"**We**" or "**Us**" or "**PledgeMe**" means PledgeMe Limited.

"**Website**" means the PledgeMe website: [www.pledgeme.co.nz](http://www.pledgeme.co.nz).

"**Wholesale Investor**" means a person or entity that:

- (a) is a "wholesale investor" as defined in clause 3 of schedule 1 of the Act;
- (b) has entered into an Investor Agreement; and
- (c) is approved by us to use the Services to acquire Shares.

"**Wholesale Investor Campaign**" means a Campaign whereby Shares in the Issuer are offered to, and can only be purchased by, Wholesale Investors.

## 2. NAME AND CONTACT DETAILS OF LICENSEE

**Licensee:** PledgeMe Limited

### **Contact Details:**

**Phone:** 027 753 3431

**Physical address:** C/- BDO Wellington, Level 1, 50 Customhouse Quay  
Te Aro, Wellington 6011

**Postal address:** C/- BDO Wellington, Level 1, 50 Customhouse Quay  
Te Aro, Wellington 6011

**Email:** contact@pledgame.co.nz

## 3. NATURE OF SERVICE PROVIDED

The provision of equity crowdfunding services to approved Issuers and Investors, whereby Issuers promote their company to obtain funding in return for shares in the Issuer upon reaching their funding target (Services).

The Services may include:

- the issue, sale and purchase of Shares in New Zealand companies;
- trading of Shares on our secondary share market (if any);
- the provision of a communication portal on the Website to facilitate communication and decision making between the Issuer and its pledgers, during the period of the campaign.

## 4. APPLICATION AND ACCESS BY INVESTORS

4.1 Access to the Website and our Services can be gained by entering [www.pledgame.co.nz](http://www.pledgame.co.nz). Investors can create a profile by completing the registration process and can then access their account by entering their email address and password on the login page.

4.2 To become an Investor and complete the Investor Agreement an applicant must:

- (a) complete the Investor registration process on the Website;
- (b) acknowledge that the applicant has received this Disclosure Statement, read and understood its contents by clicking the 'I have received, read and understood' button on the Investor registration page;
- (c) acknowledge that the applicant has read and understood the warning statement about crowdfunding (appearing on the Website, at the beginning of these Terms and at the beginning of this Disclosure Statement) by clicking the 'I understand' button on the Investor application page on the Website;
- (d) read and accept the Investor Agreement by clicking the 'acceptance' button on the Investor application page on the Website;
- (e) receive from us a copy of this Disclosure Statement to the email address supplied by the applicant; and
- (f) receive from us acceptance as an Investor, notification of which shall be sent by email, such acceptance is subject to a final check of Investor identity to be carried out by us when the investment Target is reached.

4.3 The Investor registration process must be completed prior to an applicant being authorised to use the Services.

4.4 We reserve the right to request at any time further information from an applicant or approved Investor that we deem necessary including details of identity, occupation and address.

## **5. INVESTOR ELIGIBILITY CRITERIA**

5.1 To qualify as an Investor an applicant must:

- (a) be over the age of 18 years;
- (b) not be bankrupt or insolvent; and
- (c) otherwise comply with the laws of New Zealand.

5.2 Applicants and/or Investors must satisfy our identity checks which may take place at any time. Applicants will be required to provide their:

- (a) full legal name;
- (b) residential address;
- (c) date of birth;
- (d) a copy of their passport or driver's licence; and
- (e) proof of address if the applicant is not ordinarily resident in New Zealand

5.3 An applicant must complete the Investor registration process including confirmation that:

"I have seen the warning statement about crowdfunding and —

- (a) I understand that equity crowdfunding is risky and I may lose my entire investment; and
- (b) I confirm that I could bear that loss without suffering undue hardship; and
- (c) I understand that the usual legal protections do not apply to this investment; and

- (d) I understand that I may not be given the same information as is usually required by New Zealand law for investments.”

5.4 Specific Issuer campaigns may require specific eligibility criteria for Investors and these will be published on the Issuer's campaign page on the Website.

## **6. APPLICATION AND ACCESS BY ISSUERS**

6.1 Access to the Website can be gained by entering [www.pledgeme.co.nz](http://www.pledgeme.co.nz). Once Issuers have completed the registration process, have been accepted by PledgeMe as an Issuer and an Issuer Agreement has been completed then Issuers can access their account by logging onto their campaign page by entering their email address and password at the login prompt.

6.2 To become an Issuer and complete the Issuer Agreement an applicant must:

- (a) complete the Issuer registration on the Website including the uploading of all required disclosure documentation;
- (b) read and accept the Issuer Terms by clicking the 'acceptance' button on the Issuer application page on the Website;
- (c) print and sign the Issuer Agreement and upload it onto their campaign page;
- (d) receive from us a copy of this Disclosure Statement to the email address supplied by the applicant;
- (e) pay for and pass the following checking by us:
  - (i) identity checks;
  - (ii) credit checks;
  - (iii) company office checks;
  - (iv) online checks (through search engines);
  - (v) background checks; and
  - (vi) any legal checks PledgeMe deems appropriate in its sole discretion.
- (f) receive from us acceptance as an Issuer, notification of which shall be sent by email and shall include any terms and conditions.

6.3 The Issuer registration process must be completed prior to an applicant being authorised to use the Services.

6.4 We reserve the right to request at any time further information from an applicant or approved Issuer that we deem necessary including details of identity, occupation and address.

## **7. ISSUER ELIGIBILITY CRITERIA**

7.1 Every Issuer published on the Website has met PledgeMe's eligibility criteria. The Issuer must, as a minimum:

- (a) be a company registered on the New Zealand Companies Office register;
- (b) obtain a credit score through Equifax;
- (c) ensure all of the directors have signed the Issuer Agreement;
- (d) have no directors that have previously been bankrupt; and

- (e) have no directors with previous convictions for fraud or dishonesty. (Other convictions of the Issuer and directors will be assessed on a case by case basis and the decision to list will be made by PledgeMe's Board of Directors.)

<p>Complete a Companies Office check on the company. Has it got a current certificate of incorporation?</p>	<p>We will not list companies that are not registered with the New Zealand Companies Office.</p>
<p>Complete a Companies Office check on the Directors of the Issuer</p>	<p>We will ensure all of the Directors are listed on the team page.  We will ensure that the person listing the equity campaign is a Director.</p>
<p>Check the Insolvency register for the Directors</p>	<p>If any of the Directors are or have been bankrupt, we will escalate the decision to list to our Board of Directors.</p>
<p>Conduct a search on Google for the company name, Directors and senior managers (leading the company and not a director).</p>	<p>If any articles appear that show the potential for fraud or dishonesty, we will escalate the decision to list to our Board of Directors.</p>
<p>Complete an Equifax check on the company and its directors and senior managers for which we will need:</p> <p>a. Each director's full name, date of birth, address, and either passport or driver's licence details.</p> <p>b. This will provide us with:</p> <ul style="list-style-type: none"> <li>● a numerical score based on the applicant's credit-worthiness;</li> <li>● verification of the applicant's identity;</li> <li>● confirmation of the person's full name and date of birth;</li> <li>● identify any known alias names</li> <li>● an analysis of any adverse information on the applicant over the past five years, including: <ul style="list-style-type: none"> <li>o Payment defaults</li> <li>o Collection actions</li> <li>o Court judgments</li> <li>o Insolvency Information</li> <li>o Public notices and file notes;</li> </ul> </li> <li>● the applicant's three last known addresses where applicable; and</li> </ul>	<p>If the Issuer or any of its Directors or senior managers has a court judgment involving fraud we will not list their campaign.</p> <p>If the Issuer or any of its Directors or senior managers has a criminal conviction we will escalate the decision to list to our Board of Directors. Factors for consideration by the Board for convictions other than those involving fraud or dishonesty shall include:</p> <ol style="list-style-type: none"> <li>1. Number of convictions.</li> <li>2. Time elapsed since conviction.</li> <li>3. Sentence imposed.</li> <li>4. Type of conviction.</li> </ol> <p>Convictions involving dishonesty or fraud will be an automatic disqualification to listing.</p> <p>If the Issuer has a default on their credit check, we will escalate the decision to list to our Board of Directors.</p> <p>If the Issuer or any of its Directors or senior managers are not who they say they are, we will not list their campaign.</p>

<ul style="list-style-type: none"> <li>the details of the applicant's previous credit inquiries.</li> </ul>	
<p>If PledgeMe obtains any information that gives it reason to believe that an Issuer, in relation to any dealing in shares using the service, has engaged in conduct described below, it will undertake necessary investigations including if required instructing an external solicitor to assess whether the policy excluding the Issuer from using the service in the Fair Dealing Policy shall apply:</p> <ul style="list-style-type: none"> <li>engaged in conduct that is misleading or deceptive or likely to mislead or deceive; or</li> <li>made a false or misleading representation in contravention of section 22 of the Act; or</li> <li>made an unsubstantiated representation in contravention of section 23 of the Act.</li> </ul> <p>In particular, PledgeMe may investigate whether an Issuer, in trade, in connection with any dealing in financial products, has made a false or misleading representation in terms of section 22 of the Act in respect of, amongst others:</p> <ul style="list-style-type: none"> <li>the products or services being of a particular kind, standard, quality, grade, quantity, composition, or value, or having had a particular history;</li> <li>the products or services being offered, issued, transferred, or supplied by a particular person, by a person of a particular trade, qualification, or skills, or by a person who has other particular characteristics;</li> <li>the products or services having any sponsorship, approval, endorsement, performance characteristics, accessories, uses, or benefits;</li> <li>a person having any sponsorship, approval, endorsement, or affiliation;</li> <li>the price of the products or services;</li> <li>the need for the products or services;</li> </ul>	<p>In investigating the matters, all relevant considerations will be taken into account, including the information that prompted PledgeMe to investigate any contravention in the first place, any complaints from investors or third parties, the conduct and service usage history of the Issuer and any feedback or responses from the Issuers themselves if appropriate and any legal advice received by PledgeMe.</p> <p>If the Issuer's conduct meets the legal threshold of having engaged in such conduct as described, the Issuer will be excluded from using the service in accordance with the Fair Dealing Policy. Determination of whether the legal threshold is met will be made by the Board of Directors with appropriate legal advice.</p>



<ul style="list-style-type: none"> <li>• the existence, exclusion, or effect of any condition, warranty, guarantee, right, or remedy, including in relation to any guarantee, right, or remedy available under the Consumer Guarantees Act 1993;</li> <li>• the place of origin of the products or services.</li> </ul>	
<p>PledgeMe will request Issuers to provide assumptions and reasonable grounds for the assumptions supporting their financial information including their valuations and forecasts when making their disclosure to ensure there is no breach of the obligation not to make any “unsubstantiated representations” in contravention of section 23 of the Act.</p>	<p><i>The Commerce Commission's publication on unsubstantiated representations may be referred to for guidance.</i></p> <p><a href="http://www.comcom.govt.nz">www.comcom.govt.nz</a></p>

## 8. HOW INVESTMENTS ARE MADE AND SHARES ARE ISSUED

8.1 Investors can purchase Shares in any Issuer that has a current investment campaign on our Website provided the Investor complies with the Investor Agreement and the laws of New Zealand.

8.2 Our Website sets out on each Issuer page how Shares can be purchased. Purchasing Shares consists of an initial three step process:

- (a) the Investor enters the amount they would like to invest which calculates a number of shares at the quoted Share price (the Share price and any limitation on numbers or other conditions will be clearly published);
- (b) the Investor agrees to purchase the Shares by clicking the “Purchase Shares” button;
- (c) the Investor pays for the Shares either:
  - (i) by completing an electronic bank deposit (we will supply the bank account details of our Trust account to you); or
  - (ii) by credit card by using our secure transaction provider called Flo2Cash (payments are irrevocable and will be processed when the investment Target has been reached).

8.3 When the Target has been reached then we will complete identity checks on all Investors who have purchased the Shares and process the credit card pledges. The monies held by us in our Trust account for the relevant Shares less our fees shall then be paid to the Issuer.

8.4 If any Investor fails the identity check, we will advise that Investor and seek further information from them. If we are unable to establish identity to our satisfaction we may

refuse to complete the Share purchase transaction in respect of that Investor and that Investor's money will be returned in full to them.

- 8.5 If the Target has not been met then the monies held by us in our Trust account will be repaid to Investors, and the credit card payments will not be processed.
- 8.6 Investors should note that if the Issuer is running a Wholesale Investor Campaign concurrently with the Retail Investor Campaign, each campaign is independent of the other so that if the Target for the Retail Investor Campaign is not met, but the target for the Wholesale Investor Campaign is met, Shares in the Issuer will be issued to the Wholesale Investors whose application for Shares in the Issuer have been accepted, and vice versa.
- 8.7 Upon payment of the monies to the Issuer the Issuer shall, in accordance with the Issuer Terms and the Issuer Agreement, immediately:
- (a) record the transfer of Shares to Investors in the Issuer's share register; and
  - (b) file a return to the Companies Office recording such transfers.

## **9. HOW INVESTOR MONEY IS RECEIVED AND DEALT WITH**

- 9.1 All monies paid to us for the purchase of Shares will be received and held in our Trust account at Bank of New Zealand (in accordance with the obligations of a broker under the Financial Advisers Act 2008) until the Target has been reached. PledgeMe will decide at its sole discretion whether an Investor's Share purchase monies will be placed in an interest bearing account, in which case an Investor will be charged an administration charge calculated at 2% per annum of the amount for the time period that the monies are on term deposit.
- 9.2 If the Target has been met then the monies held by us in the Trust account for the relevant Shares, less our fees, shall be paid to the Issuer. If the Target has not been reached then the monies held by us in our Trust account will be repaid to Investors less the relevant fees.

## **10. NATURE AND EXTENT OF DISCLOSURE ARRANGEMENTS AND CHECKS AND ASSESSMENTS**

- 10.1 PledgeMe will disclose the following information on the Website:
- (a) That we have completed Equifax credit checks on the Issuer, its directors and if applicable its senior managers;
  - (b) A copy of the Issuer Agreement;
  - (c) Any limits and conditions on the Services affecting the Issuer or its Shares; and
  - (d) Conflicts of Interest of PledgeMe or its Associated Persons pursuant to PledgeMe's conflict of interest policy.
- 10.2 The minimum disclosure of documents that the Issuer will be required to publish on the Website are:
- (a) Certificate of Incorporation and Companies Office extract;
  - (b) Constitution of the Company;
  - (c) A minimum of one image from the business (to be used in the browse box);

- (d) Basic information around business idea and relevant market;
  - (e) Financial accounts created by an accountant or generated from accounting software (up to past three years, depending on how long the Company has been trading);
  - (f) Financial Forecast with reference to reasonable grounds for underlying assumptions for the next three years - including capital raised;
  - (g) Business plan (including exit plan if applicable);
  - (h) Valuation of the Company (including reasonable grounds for any assumptions made);
  - (i) Equity on offer (minimum target and maximum overfund), any rights attaching to shares and details of any other securities of the Issuer;
  - (j) Information on all Key Risks; and
  - (k) Rewards and a pitch video will be optional, but recommended.
- 10.3 Issuer disclosure documentation outlined in paragraph 10.2 (including identity and Equifax credit checking information if applicable) and the Issuer Agreement can be viewed on the relevant Issuer campaign page on the Website.
- 10.4 PledgeMe's checks and assessments do not include checks and assessments of the risks involved in relation to the business of the Issuer or the financial products on offer being the Shares. PledgeMe will review the disclosure information set out in paragraph 10.2 prior to publication to ensure that it is timely and understandable.
- 10.5 Issuers will need to satisfy the PledgeMe minimum standards in accordance with its Anti Fraud Policy.

## **11. CHARGES PAYABLE BY INVESTORS TO PLEDGEME**

- 11.1 All PledgeMe fees and charges are set out in the Fee Schedule.
- 11.2 There are no charges payable by Investors unless we place the Investor's Share purchase monies in an interest bearing account (which shall be at our sole discretion) in which case an Investor will be charged an administration fee calculated at 2% per annum of the amount for the time period that the monies are on term deposit.
- 11.3 We may require interest to be paid on any amount owed to us that is overdue by more than 7 days. Interest will be calculated at the rate of 18% per annum until payment is made. We reserve the right to recover the full costs incurred by us (including solicitor/client costs) in recovery of any money owed.

## **12. RIGHTS OF PLEDGEME TO ALTER ANY CHARGES**

- 12.1 PledgeMe shall only alter its charges to Issuers or Investors if:
- (a) agreed in writing with the Issuer or Investor; or
  - (b) where administration charges are altered in relation to our Trust account by PledgeMe giving one month's prior written notice to Investors; or
  - (c) where other charges are to be altered they shall be altered prior to the commencement of any new Issuer campaign, clearly published on our Website and included in our Investor and/or Issuer Agreements and disclosed in an updated Disclosure Statement.

### **13. CHARGES PAYABLE BY ISSUERS TO PLEDGEME**

13.1 All PledgeMe fees and charges are set out in the Fee Schedule.

13.2 Issuers shall pay the followings charges:

- (a) Success fee: 7.5% (zero rated) of the total gross amount raised (payable only when Issuer Target has been reached);
- (b) Credit card fee: 2.5% + 25c per Investor transaction on the total of share purchase monies paid by credit card (payable only when Issuer Target has been reached);
- (c) A break fee of 2.5% plus GST of the Issuer minimum Target raise, payable upon termination of the Investor Agreement for any reason prior to the expiry of the exclusivity period (90 days from the date the offer to issue or sell shares goes live on the PledgeMe Website) or where shares are sold by the Issuer other than via PledgeMe's services during the exclusivity period.

13.3 We may require interest to be paid on any amount owed to us that is overdue by more than 7 days. Interest will be calculated at the rate of 18% per annum until payment is made. We reserve the right to recover the full costs incurred by us (including solicitor/client costs) in recovery of any money owed.

### **14. PLEDGEME OR ITS ASSOCIATED PERSONS USING THE SERVICES**

14.1 PledgeMe or its Associated Persons (staff, contractors, and our Board of Directors) are allowed to pledge for shares in companies running equity campaigns through our platform. Any pledges made by our Associated Persons will generally not be disclosed by PledgeMe to the company in which they have invested, or to any other parties. If it becomes known through any other means that a PledgeMe Associated Person has invested in a company via the PledgeMe platform, this is not an endorsement of that company, and no potential investor may rely on this fact when making a decision about whether or not to invest.

14.2 PledgeMe Associated Persons may be involved in the management or control of Issuers using the PledgeMe crowdfunding service provided that:

- (a) the PledgeMe Associated Person obtains the prior written permission of the Board of PledgeMe to do so (any director being that Associated Person shall abstain from any vote or decision). Such permission may contain conditions imposed by the Board of PledgeMe; and
- (b) the prior consent of the Issuer is obtained in writing; and
- (c) the PledgeMe crowdfunding platform clearly advises users of the platform that a PledgeMe Associated Person will be involved in the management or control of the Issuer, discloses any conditions and describes the exact nature of the Associated Person and their relationship to PledgeMe.

14.3 Issuers with existing ownership or control by PledgeMe Associated Persons may use the PledgeMe crowdfunding service provided that:

- (a) the Issuer and the PledgeMe Associated Person obtains the prior written permission of the Board of PledgeMe to do so (any director being that Associated Person shall abstain from any vote or decision). Such permission may contain conditions imposed by the Board of PledgeMe; and
- (b) the PledgeMe crowdfunding platform clearly advises users of the platform that a PledgeMe Associated Person is involved in the management or control of the Issuer, discloses any conditions and describes the exact nature of the Associated Person and its relationship to PledgeMe and to the Issuer.

14.4 PledgeMe Limited and/or its subsidiaries may self fund on the PledgeMe crowdfunding service provided that:

- (a) the Board of PledgeMe unanimously votes to do so and a special resolution of PledgeMe Shareholders is obtained to that effect; and
- (b) the PledgeMe crowdfunding platform clearly advises users of the platform that a PledgeMe and/or its subsidiary is self-funding using the PledgeMe crowdfunding service and discloses any conditions.

14.5 By way of clarification and example a PledgeMe Associated Person would include PledgeMe Limited, a subsidiary of PledgeMe Limited, a director, employee or shareholder of PledgeMe Limited or any Associated Person of any of those entities.

## **15. SUSPENSION OR CANCELLATION**

15.1 We may at any time, and in our absolute discretion, do any one or more of the following, without giving any reasons or prior notice to an Investor or an Issuer:

- (a) suspend all or any of our Services to an Investor or an Issuer;
- (b) remove a person as an Investor or an Issuer;
- (c) remove content from the Website;
- (d) refuse to publish content on the Website;
- (e) disclose any information on the Website or otherwise necessary to comply with this Disclosure Statement, the Issuer Terms and Conditions and Agreement, the Investor Agreement and New Zealand law; and
- (f) publish a censure of, or statement relating to an Investor or Issuer conduct, or the conduct of any of their Associated Persons if we consider such conduct warrants such a censure. Except where we have acted in bad faith, the Investor or Issuer waives all claims they may have in respect of such censure or statement and shall indemnify us against any such claims by the Investor or Issuer or by the persons referred to in the previous sentence.

## **16. COMPLAINTS BY INVESTORS AND DISPUTE RESOLUTION**

16.1 If a dispute arises under the Issuer Terms, Issuer Agreement, Investor Agreement or in connection with our Services which the parties are unable to resolve by negotiation the dispute shall be referred to Financial Services Complaints Limited (FSCL) and its determination shall be final and binding on the parties.

16.2 FSCL provides an independent and impartial dispute resolution service. PledgeMe is a participant of the scheme. You can contact FSCL by using an online form available at [www.fscl.org.nz](http://www.fscl.org.nz), emailing at [complaints@fscl.org.nz](mailto:complaints@fscl.org.nz), telephoning on 0800 347 257 or

writing to FSCL, PO Box 5967, Wellington 6145. More information about FSCL's dispute resolution process is at [www.fscl.org.nz](http://www.fscl.org.nz).

## **17. INFORMATION AVAILABLE FROM PLEDGEME AND MAKING REQUESTS**

- 17.1 All information available from PledgeMe in relation to Issuers, their campaigns, disclosure documents, this Disclosure Statement, PledgeMe policies and rules, terms and conditions, Issuer Agreements, Investor Agreements are available on our Website and can be downloaded.
- 17.2 You are welcome to contact PledgeMe (contact details above) should you require any other information. PledgeMe will endeavour to provide requested information provided it is within its power to do so and the request complies with the laws of New Zealand.

## **18. PLEDGEME OBLIGATIONS**

- 18.1 PledgeMe must, in exercising any powers or performing any duties in relation to the service provided under its crowdfunding licence, exercise the care, diligence, and skill that a prudent licensee for that service would exercise in the same circumstances.
- 18.2 If PledgeMe contracts out any of its functions in providing the crowdfunding service, it must take all reasonable steps to:
- (a) ensure that those functions are performed in the same manner, and are subject to the same duties and restrictions, as if PledgeMe was performing them directly; and
  - (b) monitor the performance of those functions.