# SAFETY FIRST — MEMBER TERMS & FIXED-TERM SERVICE AGREEMENT (FINANCE-GRADE VERSION)

Version 1.2 — New Zealand

# 1. PARTIES

Provider: CMR CORPORATE TRUSTEE LIMITED as trustee of the CMR Corporate Trading Trust, trading as Safety First (NZBN 9429050632893, Company No. 8387526). Email: support@safetyfirst.nz. Member (You): The individual completing signup and accepting these Terms.

# 2. FIXED-TERM CONTRACTUAL OBLIGATION

By subscribing, you enter a fixed 12-month minimum term of 52 weekly payments of NZD \$40 (\$2,080 total). This is a binding annual obligation owed in full upon signup. Weekly billing is a payment schedule, not pay-as-you-go.

#### 3. PAYMENT SCHEDULE AND METHODS

Payments are processed via Stripe using Card, Apple Pay, Google Pay, or NZ BECS Direct Debit. Cancelling or revoking payment authority does not cancel your contractual obligation.

## 4. EARLY TERMINATION / PAY-OUT OPTION

You may exit early by paying the Remaining Annual Balance (all unpaid weeks). Access ends once paid. Payment plans may be offered at Safety First's discretion but are not guaranteed.

# 5. AUTO-RENEWAL (12-MONTH CYCLE)

Your membership automatically renews for another 12 months unless you opt out before renewal. Notices will be sent 30/14/7 days before renewal, each with a Do Not Renew link.

## 6. MISSED PAYMENTS AND DEFAULT

1st fail: retry + soft reminder. 2nd fail: Default. At Default we may accelerate the Remaining Annual Balance, apply Default Interest (OCR + 8% p.a.), pass through dishonour/chargeback fees, recover collection/legal costs, apply admin fees, list defaults with credit reporting agencies, or file proceedings.

## 7. MEMBER ACKNOWLEDGEMENTS

You confirm you had the opportunity to seek legal advice, understand the fixed-term obligation, consent to notices electronically, and accept all enforcement rights available to Safety First.

# 8. ADVISOR ALLOCATION TRANSPARENCY

If you joined via an Advisor referral, NZD \$20 of each settled weekly payment is allocated to the Advisor at no extra cost to you.

## 9. CONSUMER GUARANTEES ACT

Nothing limits your rights under the Consumer Guarantees Act 1993 for personal/consumer services.

#### 10. ASSIGNMENT

Safety First may assign or transfer this Agreement to related entities, trusts, collection agencies, or acquirers without your consent.

## 11. PRIVACY & DATA USE

You consent to Safety First using your information for billing, enforcement, advisor allocation, credit reporting, and communications, in accordance with the Privacy Act 2020.

# 12. VARIATIONS

Safety First may update these Terms with 14 days' notice. Continued use constitutes acceptance.

# 13. GOVERNING LAW

This Agreement is governed by New Zealand law, with both parties submitting to the jurisdiction of NZ courts.

#### 14. ENTIRE AGREEMENT

This document forms the entire agreement between you and Safety First and supersedes all prior representations or communications.

#### FINAL MEMBER ACCEPTANCE CLAUSE

By clicking Sign Up, Agree, Join Safety First, or completing payment authority, you confirm acceptance of this Agreement and acknowledge that you understand the full annual obligation and enforcement terms.