

1. Important Information

- a. Please read carefully and then keep this document in a safe place.
- b. Subject to clause 10, these Terms and Conditions (which can be amended or replaced from time to time) apply in addition to any Specific Instructions that apply to your account(s).
- c. By using "eMoney", you agree to comply with these Terms and Conditions.

2. Authority to Operate

- a. In order to use the WS and/or the TS, you must have completed an online registration process to verify your identity and be issued a Code and Password. This includes providing an email address and/or mobile phone number to which a verification email/text will be sent as part of the registration process.
- b. Each time eMoney is accessed, we will act on the instructions given whether or not you authorised the instructions. You agree that we do not need to, and will generally not, make any further enquiries to verify the authenticity of the instructions given and the person giving those instructions, where the instructions are given using a valid Password and/or through a registered mobile phone.
- c. You agree that it is your responsibility to ensure, and you warrant that, the information provided to us pursuant to the online registration process is accurate (including your email address and mobile phone number) and you agree that we are entitled to rely on that information as being true and correct without making further enquiries.

3. Accessing your Accounts

- a. In order to access the WS and/or TS, you must hold an account with us or be a signatory to an account with us.
- b. You may only use the WS and/or TS to make information/service requests on those accounts you have nominated.
- c. If any Nominated Account is in the name of more than one person, the liability of all account holders under these Terms and Conditions will be joint and several for any requests carried out on that account in accordance with these Terms and Conditions.

4. Passwords, Internet and Mobile Phone Safety

- a. You will be asked to select your own Password to use in connection with eMoney. Passwords must be 6 to 10 characters in length, may consist of any combination of characters on your keyboard (excluding the characters < > and *) and must contain (in any order you choose) at least one numeric digit and at least two characters that are not numeric digits.
- b. Your Password, together with your Code, identifies you and allows you access to your Nominated Account(s). FNL will not take any further steps to verify that the person using your Password is you, so anyone else using your Password will be allowed access to your Nominated Account(s) whether or not you have given permission.
- c. You must:
 - i. choose a Password which contains a word or phrase you can easily remember but which is not be easily identifiable by anyone else. For example, you should not use your birth date, phone number or other personal information or sequential numbers (such as "1234");
 - ii. use different Passwords for different electronic services;
 - iii. if your Password has been generated by the system and notified to you, we recommend you change your Password the first time you use the WS and/or the TS following such notification and at frequent intervals thereafter, for example, monthly;
 - iv. take care when keying in your Password to make sure that no one else can see it;
 - v. ensure that the computer you use to access the WS contains up-to-date anti-virus and security software before using the WS; and

- vi. exercise reasonable care to prevent unauthorised access to the computer or the mobile phone you use to access eMoney. You should not use the WS from a shared public computer (for example, an internet café).
- d. You must not:
 - i. disclose your Password to anyone else (not even family members or FNL staff) nor should you write it down;
 - ii. leave your computer unattended while you are on-line on the WS; or
 - iii. leave your mobile phone unattended where it could be accessed by other users or stolen. We recommend that you consider putting a PIN on your mobile phone for additional security.
- e. We will not, at any time, ask you to confirm or disclose your Password over the phone. You must contact us immediately if you receive an email purporting to be from FNL requesting your Password.
- f. If you forget your Password, call our Contact Centre on freephone 0800 40 50 70 and we will ask you to identify yourself before granting you access to the WS and/or the TS.
- g. We recommend that you check your last log-in details each time you log in and notify us immediately if the last log-in details are incorrect. These details will appear every time you log in to the WS.
- h. We recommend that you shut down all the windows of the browser you have used to gain access to the WS and then restart the browser in order to ensure that the "Back" function (or similar function in your browser) cannot be used to trace your activities.
- i. If you require assistance with clearing your browser's cache, we suggest you review your browser help facility or contact a PC support or maintenance service for instructions on how to complete this process.

5. Notification of loss, theft or unauthorised use of your Password or Mobile Phone

- a. You must notify FNL immediately if:
 - i. you know or suspect that someone else knows your Password; or
 - ii. your mobile phone has been lost or stolen; or
 - iii. you discover or suspect any unauthorised use of your Password or mobile phone has occurred; or
 - iv. your login record shows any instances of unauthorised use or errors.
- b. If you think that any of the above has occurred, you should:
 - i. During business hours, call us immediately and we can reset your Password for access to the WS and/or TS; or
 - ii. Outside of business hours, cancel your WS access and/or TS access online through the online unsubscribe option, or by submitting "unsubscribe" to 580 on your mobile phone. Suspension is permanent until FNL is contacted by you and normal identification procedures are satisfied.
- c. Within New Zealand you should telephone FNL on freephone 0800 40 50 70 Outside New Zealand telephone +64 3 211 1244

6. Changes to eMoney and these Terms and Conditions

- a. We may change these Terms and Conditions, including any short codes, from time to time or vary the functionality or availability of, or charges relating to, eMoney, by giving you at least 7 days' notice and we will communicate these changes by direct electronic communication and/or via our website.
- b. We are not obliged to give you advance notice if an immediate change to these Terms and Conditions is deemed necessary for the security of eMoney or individual accounts.

7. Restrictions and Termination of Access to eMoney

- a. You may cancel your access to eMoney at any time by choosing the online unsubscribe option, or by submitting "unsubscribe" to 580 on your mobile phone, giving us written notice, or contacting us during business hours.
- b. We may suspend, restrict or withdraw your access to the WS or the TS at any time, including for misuse or overuse (determined in our sole discretion), without prior notice if:
 - i. you have breached these Terms and Conditions or have acted fraudulently;
 - ii. we learn of your death, bankruptcy or lack of legal capacity or that you have committed an act of bankruptcy or that a bankruptcy application has been made against you;
 - iii. we are complying with a Court order;
 - iv. we are notified by any party of a dispute over either the ownership of funds in a Nominated Account, or the Nominated Account itself, or we become aware of any third-party interest therein; or
 - v. we consider that we have other reasonable grounds to do so (in which case all reasonable efforts will be made to advise you of the circumstances of withdrawal or suspension).

8. Risk, Liability and Indemnity

- a. Using eMoney carries with it a risk. Internet and mobile phone communications can be monitored by other people and your personal details (including your Password) could be recorded without your knowledge.
- b. You will be liable for the actions of any person you authorise to use eMoney, and for any costs that you or FNL incur as a result of any other person having access to your Nominated Account(s).
- c. To the extent permitted by law FNL will not be liable to you or any other person and accepts no responsibility for any claim, loss, damage, cost or expense whether direct or indirect, consequential or economic which arises in connection with any one of the following:
 - i. your use of eMoney;
 - ii. any unauthorised use of your Password, account number or mobile phone; or
 - iii. any system or telecommunications link failure; or
 - iv. any default, error or defect in design or engineering of eMoney or any delay, fault, malfunction, unavailability or loss of access to eMoney.
- d. You agree to indemnify and hold FNL harmless for any loss or damaged suffered by FNL, our customers, or a third party:
 - i. for any damage whatsoever to our computer system caused by your computer system (including from any virus) to;
 - ii. for any claim or action brought against us resulting from your breach of these Terms and Conditions.
- e. Although eMoney will normally be available 24 hours a day, maintenance of the system will be required from time to time with the result that eMoney may not be available at all times. In circumstances where eMoney is not available, FNL will not be in any way liable to you for any claim, loss, damage, cost or expense whether direct or indirect, consequential or economic arising from the interruption or unavailability of the service.

9. Business Customers

- a. The extension of eMoney to your business exposes your business to a particular risk of fraudulent use of eMoney, either by authorised users or by any unauthorised person to whom an account number and Password are disclosed, or who has access to a mobile phone which is registered with us. You acknowledge that eMoney exposes your business to these risks.

- b. Where you use eMoney for business purposes, then without prejudice to any other provisions of these Terms and Conditions you must ensure that your Passwords are kept secure and are only used by those authorised in writing to do so for the purpose of your business. Whilst you may share your Password with persons authorised in writing to use it for the purpose of your business, you do so at your sole risk, and you are solely responsible for any use or misuse of the Password by such persons. You must change your Password immediately after you remove any persons' authorised to sign on your Nominated Accounts.
- c. To the extent allowed by law, the provisions of the Consumer Guarantees Act 1993 will not apply to business customers using the WS.

10. Application of these Terms and Conditions and Specific Instructions

- a. Where these Terms and Conditions conflict with any Specific Instructions, the Specific Instructions shall prevail.
- b. If at any time part of these Terms and Conditions or part of any Instructions is found to be illegal, invalid or otherwise unenforceable, then this will not affect the legality, validity or enforceability of the rest of these Terms and Conditions or any Specific Instructions.
- c. You have rights that are given to you by law. If part of these Terms and Conditions or part of any Specific Instructions conflicts with any right given to you by law, then these Terms and Conditions or any Specific Instructions shall apply to the extent that they amend or negate the rights at law, but only the extent permitted by law. Otherwise, these terms or any Specific Instructions shall be read subject to law.

11. Breach of the Terms and Conditions

- a. If, in our opinion, you breach these Terms and Conditions or any Specific Instructions, we may:
 - i. require that you fix the breach; and/or
 - ii. close, suspend or cancel access to your Nominated Account(s) or such other services provided by us.
- b. You must notify us immediately of a breach of these Terms and Conditions or any Specific Instructions or any change affecting your relationship with us.

12. Communications

- a. We may contact and communicate with you in relation to the provision of the WS or the TS through electronic means, including the email address and mobile phone number registered on your Nominated Account(s).

13. Waiver

- a. No delay or failure to act will be constructed as a waiver or will in any way prejudice the rights of FNL under these Terms and Conditions or any Specific Instructions.

14. Governing Law

- a. These Terms and Conditions and the Specific Instructions are governed by New Zealand law and the courts of New Zealand shall have non-exclusive jurisdiction in any proceedings relating to these Terms and Conditions and the Specific Instructions.

15. Privacy Statement

- a. You agree that FNL may collect and retain personal information about you (including your email address) for the purpose of assisting FNL to administer your business and provide its products, services and information. All personal information is obtained in accordance with the Privacy Act 1993. FNL are the intended recipients of this information though the information may be passed on to others.
- b. We may make enquiries about any personal information that you provide to us in order to check the accuracy of the information. The FNL may also request information from any other person about your character and employment. You authorise any such person to disclose personal information about you to FNL.

- c. If FNL is asked to provide personal information about you to person, we will only do so in accordance with these Terms and Conditions and any Specific Instructions, with your prior consent or as required by law. You consent to us giving your personal information to:
 - i. proposed or current guarantors of your obligations to us, or other co-borrowers;
 - ii. insurers in relation to any money you owe us or any property that you have given us security over;
 - iii. our assignees or potential assignees;
 - iv. anyone that we need to contact in order to carry out your instructions to us;
 - v. credit reporters, and/or debt collection agencies if you are in default of your payment under any account you hold with us obligations. The information will be used by credit reporters or debt collection agencies for the purpose of providing credit reporting services or debt recovery;
 - vi. anyone that we need to contact in order to assist us in developing or running our business; and
 - vii. anyone that we need to contact in order to market our services and those of approved third parties.
- d. Credit reporting agencies may retain your personal information and provide it to third parties as part of their credit reporting systems.
- e. Your personal information will be held by FNL and FNL will take reasonable steps to protect your personal information from unauthorised access or disclosure. You are entitled to access this information and request the correction of the information FNL holds about you.
- f. If you do not provide any information requested by FNL, FNL will inform you of the consequences for failing to do so. Your personal information will only be disclosed to another party to the extent necessary for one or more of the purposes set out above, where required by law, or as otherwise authorised by you.
- g. You authorise us to give information about you and any Nominated Account to others in order to execute your instructions to us via eMoney or where we reasonably think it necessary for the provision of that service.
- h. From time to time we may advertise financial products or services on, or through, the website through which you access the WS or via your mobile phone, including by sending advertising material to the email address that you use to access the WS or the mobile phone number that you use to access the TS. The advertising material we send you may include information relevant to administering, financing, insuring or enforcing your contracts with us, maintaining the integrity and effectiveness of our credit records and those of credit reference agencies, and marketing goods and/or services provided by us and our assigns or related companies. Upon registering to use the WS and/or TS, you consent to receiving such advertising material and you consent to your email address and mobile phone number being used for such purposes. You agree that if you do not want to receive such advertising material, you can, at any time, unsubscribe from the WS and TS.

16. Complaints

- a. If you're unhappy with our service, we want to hear from you.
- b. We have a range of options for you to contact us:
 - i. **Talk to us**
 - ii. If you feel the issue can be resolved by a quick chat, please talk to one of our staff or call our Contact Centre on freephone 0800 40 50 70 to talk the issue through in confidence with them or ask to speak to a member of the Customer Complaints Team.
 - iii. If the issue cannot be resolved immediately, they will advise you who they are going to speak to and when they will contact you again. We keep a record of all complaints we receive to ensure your issue is followed through within the agreed timeframes.

iv. **Write to us**

- v. We encourage you to write to us. Please attach any supporting documentation that is relevant to the issue and give to any member of our staff or return it directly to the Customer Complaints Team by post or fax:
- vi. Post: PO Box 1204, Invercargill
- vii. Fax: (0508) 329 365
- viii. Email us: customer@financenow.co.nz
- ix. All of our customer complaints are treated with urgency and in the utmost confidence. We will acknowledge your complaint within two days of receiving it and will keep in regular contact with you while we resolve the issue.

17. Definitions

- "**Bankruptcy or bankrupt**" includes the loss of capacity, insolvency, receivership, liquidation, removal from the register, statutory management or any similar occurrence, and petition for bankruptcy includes any step taken for or towards these.
- "**Business Customer(s)**" means any person(s) operating a business account(s) with a view to making a profit, or organisation.
- "**Business Hours**" means the hours of operation of FNL's freephone number 0800 40 50 70 being between 9.00am - 5.00pm local standard time, on standard working days on which New Zealand banks are usually open for business.
- "**Code**" means the identification number issued to you by FNL. This enables us to identify you when you access the WS and/or the TS.
- "**eMoney**" means the electronic service offered by FNL allowing customers to access and request certain information and services in relation to their Nominated Accounts and includes the WS and TS;
- "**FNL**", "**we**" or "**us**" means Finance Now Limited.
- "**Nominated Account**" means FNL account(s) you hold with FNL that have been nominated by you to be accessed via the WS and/or TS.
- "**Password**" means a confidential password used to prevent unauthorised access to and use of your Nominated Accounts.
- "**Specific Instructions**" means any instructions given by FNL specific to the operation of your account(s).
- "**Terms and Conditions**" means these terms and conditions.
- "**TS**" means the FNL Text Service provided by FNL to provide access to Nominated Accounts for a customer using a unique Code and registered mobile phone (note - certain services provided by the TS also require a Password).
- "**WS**" means the FNL Web Service provided by FNL to provide access to Nominated Accounts for customers using a unique Code and Password.
- "**you**" or "**your**" means the account holder, including (as may be applicable) any holder of a joint account, any company or other user (whether incorporated or unincorporated) of the WS and/or TS.