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**Effective: 1 April 2016**

The Loaded™ range of cards is issued by Kiwibank Limited and distributed by various organisations, including New Zealand Post Limited. The Loaded range of cards are not offered outside New Zealand.

Throughout these terms you will see words that are in bold. These have specific meanings defined in section 24 below. References to "you", "your", "we", "us" and "our" are also defined in section 24.

By purchasing, signing or using your **card**, you accept **these terms**.

### 1. Please sign your card

When you receive your **card** you must sign it immediately, with your usual signature, in the space provided on the back of your **card**. You must not use your **card** before you have signed it.

### 2. Verifying your identity

You will be required to provide proof of your identity when you first become a customer of ours and at other times. This may involve us asking a series of questions or requesting display of suitable identification. We may restrict or deny access to our services where we are not satisfied of your identity.

### 3. Your contact details

You must keep us up to date with any changes to your mailing address, and any changes to the phone number or email address (if any) that you provided when you applied for your **card**. You will be taken to have received and read all communications that we send to the mailing address, phone number or email address that you last provided.

### 4. Ownership

We hold the **available balance** for you, the individual named on the primary **card**. The **card** itself is and remains our property. You must return your **card** to us or destroy your **card** if asked to do so by us, in which case you can obtain a refund of your **available balance** as described below.

### 5. Refunds

You can obtain a refund of any unused **available balance** on your **card** by calling the **customer service number** or downloading a form from the **card website**, in which case the card closure fee will apply. Except where your **card** is suspended, any refund will be made by us not later than two business days after your request. Any fees or other amounts owed by you to us in connection with the **card** will be deducted from your **available balance** before the refund is made.

### 6. No interest

There is no interest payable to you on your **available balance**.

### 7. Foreign currency transactions

When you use your **card** for foreign currency transactions, your transactions will be charged against your **available balance** in New Zealand dollars at a rate of exchange determined by Visa on the date it sends the transaction details to us.

### 8. Fees

We will charge fees for any services we provide. We will deduct those fees from your **available balance**. A list of our current fees is available on the **card website**.

These include fees for issuing the **card**, email alerts, use of the **customer service number**, use of our text messaging service, exceeding your **available balance**, currency conversion, ATM transactions (including declined transactions), cash withdrawals at branches, replacing your **card**, disputing a transaction, and closing your **card** account. We also charge a monthly account fee.

Banks, financial institutions and merchants may charge you fees for using their ATMs, EFTPOS terminals or other payments services. In some cases, this may include their own separate currency conversion fees. You are responsible for checking what third party fees apply before you authorise a transaction. We may be able to recover these fees for you if you successfully dispute the transaction (see section 17 below), but we are not ourselves responsible for any of these amounts.

## 9. Limits on card use

You cannot:

- use your **card** in “zip-zap” machines (manual imprinters)
- use your **card** for some taxis, for gambling and for some services where an online merchant requires identity verification against the **card** details
- stop the payment of any purchase you make with your **card**.

You must not:

- knowingly authorise any transaction that is greater than your **available balance**
- use your **card** if your **available balance** is less than any amounts owed by you to us in connection with the **card**, or
- use your **card** at bottle shops or bars or to purchase ‘adult’ type services if you are under 18
- use your **card** where you become aware that part of the **available balance** has been loaded by mistake (and you must promptly notify us if this occurs).

## 10. Exceeding your available balance

The way that certain merchants charge or process payments can sometimes result in a charge on the **card** which exceeds the **available balance**, without the **card** declining. Examples include hotels and car rental agencies. You can guard against this by checking your **available balance** regularly, and confirming with merchants (before you authorise a transaction) what they can charge on the **card**. Additionally, you should also be aware that merchants may authorise an amount on your card as a hold on funds which will affect your available balance until this amount is released by the merchant.

Where a merchant does charge an amount to the **card** that exceeds the **available balance** and we are required to honour the transaction, you must pay us the excess immediately. The same applies if you knowingly spend amounts that we have mistakenly loaded on the **card** in excess of what you have paid to us for that purpose.

In both cases, the outstanding amount is not a loan, and will not accrue interest. We may write to you at your last known mailing or email address to inform you of the excess or use any contact method for which we hold your relevant information to get in touch with you (for example by phone or text), and if you do not pay within 30 days of our message, we can also recover from you any costs that we incur for the purpose of collecting or enforcing the outstanding amount, including legal fees, court costs and debt collection charges.

As with credit cards, some merchants such as hotels and car rentals may check that you’ve got enough money in your account before you pay the final bill – this is called a ‘card authorisation’. If a merchant requests authorisation, some of your card balance is placed on hold for the future transaction. This means the money available for you to spend is different from your actual current balance, until the transaction is finalised and processed. Card authorisation requests can hold the money in your account for up to 5 days.

## 11. PINs, passwords and phone access codes

Each time any transaction is initiated or instruction is given with an authorised **PIN, password or phone access code**, we will act on the transaction initiated or instruction given to us, whether or not you authorised the transaction or instruction. We need not, and will not, make any further enquiries to verify a transaction or instruction and will assume that you gave it to us.

## 12. Precautions

You must:

- memorise your **PIN, password or phone access code**, and not keep any record of them;
- take extra care when keying in your **PIN, password or phone access code** to make sure that no-one else can see it;
- always remember to take your **card** back after using it;
- only log in to the **card website** by using a bookmark or typing the **card website** address into your browser.
- promptly change your **PIN, password or phone access code** as soon as you discover that another person knows (or might know) your **PIN, password or phone access code**;
- promptly provide us with all available information relating to the loss or theft of your **card**, the unauthorised use of your **card**, and any incident where you have reason to believe that your **card** details have been compromised; and
- provide us with all necessary assistance to recover any unauthorised amount withdrawn or paid from your **available balance**.

You must not:

- choose a **PIN, password or phone access code** that would be easy to guess or discover
- tell anyone else your **PIN, password or phone access code**, or give your **card** to anyone, or let anyone else use your **card** (including family members, the police or our staff)
- tell anyone else your **PIN, password or phone access code** in response to an email request (including if the email looks like it is from us)
- leave your **card** in an unattended wallet, purse or vehicle or anywhere another person could remove your **card** without being noticed
- log in to the **card website** from a shared computer for example, a computer in a library, shop or internet café, or
- leave your computer unattended while logged in to the **card website**.

### 13. Expired cards

Your **card** will expire on the expiry date printed on the front of your **card**. You must destroy and not use any expired **card**. We will issue you a new **card** on request, in which case a card setup fee will apply. At our option, we may also issue you a new **card** automatically, in which case no card setup fee will apply.

If there is an unused **available balance** on your **card** at the time your **card** expires, that unused **available balance** will remain yours and you can obtain a refund from us by calling the **customer service number** (see section 5 above).

### 14. Lost or stolen cards

If your **card** has been lost or stolen, or if the details on your **card** have or might have been disclosed to an unauthorised party, you must notify us immediately by calling the **customer service number** otherwise you may be liable for any unauthorised transactions on your **card** that occur. We will issue you a new **card** on request, in which case a card replacement fee will apply.

If you have contacted us, you will not be liable for any unauthorised transactions on your **card** that occur after it is lost, stolen or compromised, except where you have acted fraudulently or negligently, or where you have contributed to the unauthorised use of your **card**, for example (but without limitation) by failing to take the precautions described in **these terms**, or unreasonably delaying notification to us after becoming aware that your **card** has or may have been lost, stolen or compromised.

In any case, even where you are liable for unauthorised transactions on your **card**, your liability will never exceed the **available balance** at the time you notify us that it has been lost, stolen or compromised.

### 15. Damaged or faulty cards

You must notify us immediately if your **card** has been damaged or is faulty by calling the **customer service number**. You must destroy any damaged or faulty **card**. We will issue you a new **card** on request.

### 16. Disputing transactions

Instructions for disputing a transaction are set out on the **card website**. You are responsible for checking your **available balance** and transactions for any disputed transactions. You must tell us within 30 days from the day on which a disputed transaction occurred. If you don't report it within this timeframe we cannot reverse the withdrawal or purchase, meaning you will have to pay for it.

You cannot stop the payment of any purchase made with the **card** by you or with your permission. You cannot dispute a transaction if you change your mind about a purchase or withdrawal, make a mistake in a purchase or withdrawal, or have a dispute with the merchant about the quality, non-delivery or late delivery of the goods or services.

### 17. Suspension/Cancellation

We may cancel or suspend your **card** if we think there is a good reason to do so. This might include if:

- you have breached **these terms**
- we have reason to believe that another may have an interest in the **available balance**
- we believe your **card** is being used to facilitate fraud, money laundering or other criminal offences
- where multiple transactions on the **card** are declined in short succession, or
- the **available balance** is nil and your **card** has not been used for six months.

In the situations specifically listed above, we need not give any notice before cancelling or suspending your **card**. In any other situation, we will give not less than 14 days' prior **notice**.

We may also block or delay payments to or from your **available balance**, without your permission and without notice, if we are required by law to do so or if we believe the payment involves some form of fraud, money laundering or other criminal offence.

We will give **notice** as soon as reasonably practicable after cancelling or suspending your **card**, unless prohibited by law. Where we have suspended your **card**, we will lift the suspension promptly if and when the matter has been resolved to our reasonable satisfaction, but until then we may choose to cancel the **card** at any time.

If we do cancel the **card** for any of the reasons above, you can obtain a refund of the **available balance** by calling the **customer service number**, and we will not normally charge any card closure fee. However, where we cancel for your breach, fraud, negligence or other wrongdoing, the card closure fee will apply, and we may also deduct from the **available balance** any loss that we reasonably consider we are entitled to recover from you for that breach, fraud, negligence or other wrongdoing. Also, we may pay all or part of the **available balance** to a third party pursuant to a court order or other lawful requirement, in which case we are not liable to you for that amount.

## 18. Mass cancellation

We can also cancel your **card** as part of a general withdrawal from the market. In such cases we will give you at least 90 days' notice before cancelling your card unless we are prevented from doing so by law. If we cancel your **card** for this reason we will refund you for any unused balances.

For the avoidance of doubt, except where **these terms** say otherwise, you can ask us to cancel your card at any time. To do this, please call the **customer service number**. (See section 5 for details about any refund that you may be entitled to).

## 19. Your personal information

### *Privacy*

We will comply with all privacy laws and rules of banker's confidentiality that apply to us. You agree that we may collect personal information from you or any other person who can provide us with information that is of relevance to the activities permitted under **these terms**. We may provide your personal information to third parties to check the accuracy of the information.

### *Collection and use of information*

Your personal information is being collected, held and used for the following permitted purposes:

- setting up, operating or maintaining your **card**
- providing services requested by you
- administering our relationship with you
- seeking your feedback on our products and services
- performing our obligations to you
- enforcing your obligations to us (including collection of amounts owing)
- conducting market research for the purposes of our business
- providing you with special offers and information about the Loaded range of cards and other prepaid products that we offer or distribute and that we think might be of interest to you. If you ask (or have asked) us not to send you this material, we will comply with your request.

Where we send you service messages and material by text message, do not reply as doing so may incur a cost charged by your mobile phone provider which we are not responsible for. We will always include an instruction reminding you not to reply.

### *Agents, contractors, franchisees and/or distributors*

We may appoint third party agents, contractors and/or distributors, and disclose personal information about you to them, for the "permitted purposes" listed above. These third parties will also operate in accordance with **these terms**. These third parties may include members of the New Zealand Post Group and their franchisees.

### *Accuracy of information*

We will do everything reasonable to ensure that your personal information is accurate and protected while we have it. You are responsible for telling us of any changes in your personal information, for example changes of name, address or phone number. You may ask us to show you the personal information we hold about you and, if necessary, make corrections to it.

### *Releasing information*

If we are asked to provide personal information about you to another person, we will only do so in accordance with **these terms**, or with your prior consent, or where we reasonably believe this is required by law.

You consent to us giving your personal information to:

- our agents, contractors and/or distributors, but only for the "permitted purposes" listed above;
- the police, governmental agencies or other banks and financial institutions, if we believe that this will assist the investigation, detection and/or prevention of fraud, money laundering or other criminal offences;
- our assignees or potential assignees, so long as they receive the information on a confidential basis; and

- any organisation we engage to assist us in collecting any money from you (these organisations may also retain your personal information on their general files, which may be used to provide credit checking and/or debt collection services to their other clients).

#### ***Recording phone conversations and use of the card website***

For security, training and evidentiary reasons, we may record your use of the **card website**, and/or any phone conversations you have with us on any matter, either through the **customer service number** or directly with us.

## **20. Limits on our liability to you**

Our liability to you under or in connection with the **card** will be limited to the **available balance** on your **card**. We will not be liable to you in connection with the **card** for any indirect or consequential loss, or any loss of profits, cost savings, opportunity or reputation, regardless of the cause. These limitations and exclusions apply to all forms of liability (whether in contract, equity, negligence or otherwise), except to the extent that we cannot lawfully exclude or limit that liability by contract.

## **21. Dealings with your card**

You cannot on-sell your **card** or assign any of your rights and obligations under **these terms**. We may assign any of our rights and obligations under **these terms** to any other person or business, subject to such party assuming our obligations under **these terms**.

## **22. General provisions**

If at any time part of **these terms** 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**.

You have rights that are given to you by law. If part of **these terms** conflicts with any right given to you by law, then **these terms** will apply to the extent that they amend or negate the rights at law, but only to the extent permitted by law. Otherwise, **these terms** will be read subject to law.

You must comply with New Zealand law (and the laws of any other country that apply to you) when using your **card**. This includes laws prohibiting money laundering or financing of terrorism, or prohibiting dealing with certain countries, people, or types of businesses.

If you acquire the **card** for the purposes of a business, the **card** and associated services will not be subject to any of the guarantees in the Consumer Guarantees Act 1993.

## **23. Updates to these terms**

We may change any of **these terms**, and/or the fees, by giving **notice** at least 14 days before we make a change.

However, we will give **notice** not less than 90 days before making any change to **these terms** (as distinct from the fees) that materially increases your obligations to us, or has a material adverse impact on your ability to access and spend the **available balance** on the **card**, except where our reason for making the change is to enable us to comply with law.

Our changes to **these terms** and/or the fees will never be applied retrospectively, so if you do not want to accept a particular change, simply contact us during the notice period to arrange the closure of your **card** account and the refund of your **available balance** (see section 5 above).

Maximum and minimum transaction amounts are not part of **these terms**. We can change these amounts by giving **notice** before we make a change, but no minimum notice period is required.

## 24. Glossary

**available balance:** the available balance of funds on your **card**.

**card:** a prepaid, reloadable debit card issued by us to you and carrying the "Loaded Everyday" brand. This includes the information contained on the magnetic strip.

**card website:** loadedeveryday.co.nz

**customer service number:** the 24-hour, 7-days a week toll-free phone number: 0800 562 333.

**notice:** announcing something by any one or more of the following: notice on the **card website**, mail to your last known address, and/or message to your last known mobile phone number or email address.

**password:** the personal letter and number combination you are required to input before accessing the secure section of the **card website**.

**phone access code:** the personal number combination you are required to input before accessing the automated phone service available at the **customer service number**.

**PIN:** the personal identification number combination you are required to input before using your **card**.

**these terms:** the terms and conditions contained in this document (as changed, updated or replaced from time to time).

**We:** Kiwibank Limited and our successors, assignees and authorised agents. "Our" and "us" have corresponding meanings.

**You:** the person named on the primary **card**. "Your" has a corresponding meaning, and unless the context requires otherwise.